In the Matter of the Petition of Louis : No. 8526 Equity
Goldberg Rebecca Goldberg, on behalf : In the Circuit Court for
of themselves and of Arthur Gary Goldberg : Anne Arundel County

PETITION TO CHANGE NAMES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Louis Goldberg and of Rebecca Renee Goldberg, his wife, on behalf of themselves and of their infant son, Arthur Gary Goldberg, respectfully shows:-

1. That Louis Goldberg and Rebecca Renee Goldberg, (nee' Rebecca Renee Schiff), are husband and wife lawfully wedded to each other, and are the parents of Arthur Gary Goldberg who is now seven years of age and residing with his said parents and in their custody.

2. That all of them reside at 228 Main Street, Annapolis, Maryland, and are bonafide residents of the State of Maryland and of Anne Arundel County.

3. That for reasons of business advantage they desire to change their names from Louis Goldberg to Louis Gould, from Rebecca Renee Goldberg to Rebecca Renee Gould, from Arthur Gary Goldberg to Arthur Gary Gould.

4. That no persons are intended to or will be in any way injured or prejudiced by said change of names.

5. That Louis Goldberg and Rebecca Renee Goldberg, his wife, are both more than twenty-one years of age.

Your petitioners pray that their names be changed as above stated.

Emanuel Klawans
Solicitor.

Louis Goldberg
Rebecca Renee Goldberg

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I HEREBY CERTIFY, that on this 12th day of July, 1943, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared LOUIS GOLDBERG and REBECCA RENEE GOLDBERG, his wife, 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.

As witness my hand and notarial seal.

(NOTARIAL SEAL)

Shirley Weinberg
Notary Public

Filed July 12" 1943

DECREE

Upon consideration of the foregoing petition and affidavit, it is this 14th day of July, 1943, by the Circuit Court for Anne Arundel County sitting in Equity, adjudged, ordered and decreed that the name of Louis Goldberg, of 228 Main Street, Annapolis, Maryland, be, and it is hereby, changed from Louis Goldberg to Louis Gould, as prayed in said petition; that the name of Rebecca Renee Goldberg, of the same address, be, and it is hereby, changed from Rebecca Renee Goldberg to Rebecca Renee Gould, as prayed in said petition; that the name of Arthur Gary Goldberg, of the same address, be, and it is hereby, changed from Arthur Gary Goldberg to Arthur Gary Gould. And it is further ordered that the petitioners pay the costs of these proceedings, to be taxed by the Clerk of this Court.

Ridgely P. Melvin, C.J.

Filed July 14" 1943.

In the Matter of the Trust Estate	:	No. 8528 Equity
of	:	In the Circuit Court for
Paul A deTamble and Nell V. Nicolet.	:	Anne Arundel County

Petition to assume jurisdiction and Order for sale of property and Order of Court thereon.

To the Honorable, the Judges of said Court.

The Petition of J. S. Gruver and Fulton R. Gruver, Trustees, respectfully states:

1st: By Deed of Trust dated the first day of July in the year 1941 and recorded in J.H.H. No. 237 folio 370 one of the land record books of Anne Arundel County, the said Paul A. deTamble and Nell V. Nicolet conveyed unto your petitioners as Trustees, certain property in said deed mentioned to secure the sum of four thousand seven hundred and sixty-two dollars and fifty cents ($4,762.50).

2nd: That said Deed of Trust provided for the sale of the property in case of default.

3rd: That default has occurred in the payment of both principal and interest and your petitioners are desirous of selling said property under the powers given under said Deed of Trust to satisfy and pay said debt.

To the end therefore,

Your petitioners pray the Court,

(1) To assume jurisdiction of the Trust created by said Deed.

(2) To direct the Trustees to proceed to sell said property under the powers given under said Deed of Trust

(3) To direct the Clerk of this Court to prescribe the penalty of the bond as provided by the Code of Public General Laws of Maryland.

Respectfully submitted.

Eugene P. Childs

Atty. for Trustees.

Filed July 20" 1943

Ordered on the aforegoing petition by the Circuit Court for Anne Arundel County this 20th day of July in the year 1943, that the jurisdiction of the Trust created by Deed dated the first day of July in the year 1941 from Paul A. deTamble and Nell V. Nicolet to J. S. Gruver and Fulton R. Gruver, Trustees is hereby assumed by this Court.

It further appearing that the Trust is now in default, it is further ordered and decreed that the Trustees therein mentioned be and they are hereby directed to sell said property, the course and manner of said sale shall be as follows, they shall file a bond in such a penalty as shall be prescribed by the Clerk of this Court in conformity with Section 252 of Article 16 of the Code of Maryland and shall then proceed to advertise said sale for at least three weeks in some newspaper published in Anne Arundel County and such other notice as the Trustees shall deem advisable giving the time, place and terms of said sale, which terms shall be as follows, to wit: said property shall be sold subject to an existing mortgage or Deed of Trust of ten thousand dollars ($10,000.00) or such an amount as is now due on said first mortgage or Deed of Trust, the purchase price above the first mortgage or Deed of Trust shall be paid in cash upon final ratification of said sale, a deposit of five hundred dollars ($500.00) shall be required of the purchase or purchasers on the day of sale. After said sale and as soon thereafter as may be, the Trustees shall make a full

and particular Report of same to this Court with an affidavit of the fairness of said sale, and the Trustees shall be allowed the usual commissions for making said sale.

Ridgely P. Melvin C.J.

Filed July 20" 1943.

DEED OF TRUST.

THIS DEED Made this 1st day of July, A.D. 1941, by and between PAUL A. deTAMBLE of Arlington, Virginia, NELL V. NICOLET, a single woman, of Easton, Maryland, hereinafter referred to as the parties of the first part, and J. S. GRUVER of Washington, D.C. and FULTON R. GRUVER of Silver Spring, Maryland, parties of the second part, and MILDRED A. deTAMBLE, wife of the said Paul A. deTamble, party of the third part.

WHEREAS, the said parties of the first part are justly indebted to HUGH A. THRIFT, Washington, D.C. in the full sum of FOUR THOUSAND SEVEN HUNDRED SIXTY TWO AND 50/100 Dollars for deferred purchase money for which they have made and delivered their certain promissory note of even date herewith in the full sum of Four Thousand Seven Hundred Sixty-two Dollars and 50/100; payable in quarter annual payments of Two Hundred seventy-five dollars with interest thereon at the rate of six percent per annum, payable quarterly, each installment of interest to bear interest after maturity if not then paid at the rate aforesaid with the privilege of making larger payments in any amount on the date any installment comes due.

The lien of this trust deed shall remain subordinate, junior and inferior at all times to the liens of certain trust deed dated July 1st, 1941 securing the payment of four (4) promissory notes, each in the sum of $2500.00 and bearing interest at the rate of 5 percent, payable quarter annually.

AND WHEREAS, the parties of the first part desire to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, together with all taxes and insurance premiums as well as all renewals or extensions of said debt, including reasonable counsel fees incurred or paid by the said parties of the second part or substituted trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW THEREFORE, THIS INDENTURE WITNESSETH, that the parties of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to parties of the first part in hand paid by the parties of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, have granted, and do hereby grant unto the parties of the second part the following described land and premises situated in the Anne Arundel County, Maryland, known and

BEGINNING for the same at a bounded stone heretofore planted on the distinguished as Southeasterly side of the County Road, leading from Galesville to Sudley and running from thence North 60 degrees 23 minutes West 6.72 feet to the approximate center line of the said County Road, thence running with said approximate center line of said road, North 52 degrees 29 minutes East 234.13 feet, North 64 degrees 11 minutes East 792.3 feet, North 7 degrees 58 minutes East 21 feet to the center of an old bridge over Cumbers Creek, thence leaving said road and running with the line of Sudley, now the property of M. Graham Elzey as corrected for variation to the date of this survey (Oct. 1, 1921) the following courses and distances; South

72 degrees 27 minutes East 627 feet, South 88 degrees 27 minutes East 264 feet, South 29 degrees 12 minutes East 165 feet, North 89 degrees 48 minutes East 181.5 feet, South 70 degrees 27 minutes East 66 feet, North 76 degrees 48 minutes East 354.75 feet; South 63 degrees 12 minutes East 309.38 feet, due North 115 feet to intersect the margin of Cumbers Creek, thence following the meanders of Cumbers Creek, Northeasterly, Southeasterly and Southerly to Ford's Creek, thence Southwesterly along said Ford's Creek to a point distance from the beginning stone the following six courses and distances; South 60 degrees 23 minutes East 2489.36 feet, North 44 degrees 18 minutes East 349.47 feet, South 49 degrees 42 minutes East 330 feet, South 46 degrees 42 minutes East 442.2 feet South 65 degrees 42 minutes East 379.5 feet, North 58 degrees 18 minutes East 110.22 feet, thence running from said point on the margin of Ford's Creek and binding on the estate of Robert Bussey,
The above six courses and distances reversed to the beginning. Containing 134.91 acres more or less. SAVING AND EXCEPTING THEREFROM all that tract or parcel of land containing 6.7 acres, more or less, which was conveyed by Edward J. Stellwagen and wife to Basil K. Dawson, by deed dated January 31, 1930 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. #69, folio 71
together with all the improvements in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of the parties of the first part, of, in, to, or out of the said land and premises.

In and Upon the Trusts, Nevertheless, hereinafter described; that is to say:
IN TRUST to permit said parties of the first part or assigns, to use and occupy the said described land and premises, and the rents, issues and profits thereof, to take, have, and apply to and for said parties their sole use and benefit, until default be made in the payment of the said note hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or any proper cost, tax, or expense in and about the same as herein provided.
And upon the trusts as set forth in exhibit "A" hereto attached and made a part hereof.

AND, upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, counsel fees, charges, commissions, half-commissions and expenses, at any time before the sale herein provided for to release and reconvey the said described premises unto the said parties of the first part or assigns, at their cost.

AND UPON THIS FURTHER TRUST, upon any default or failure being made in the payment of said notes or of any installment of principal or interest thereon, or upon default in payment, on demand, of any sum or sums advanced by the holder or holders of said note on account of any costs, counsel fees and expenses of this Trust, or on account of any such tax or assessment, or insurance or expense of litigation, or on acccunt of any lien, Deed of Trust or Mortgage on said land and premises, prior in lien to this Trust, with interest thereon at six per centum per annum from date of advance (it being hereby agreed that on default in payment of said costs, expenses, tax or assessment, or insurance, or expense of litigation, or such prior lien, Deed of Trust or Mortgage as aforesaid, the same may be paid by the holder or holdres of said note and all sums advanced in so doing, with interest as aforesaid, shall forthwith attach as a lien hereunder and be demandable at any time); then, upon any and every such default so made as aforesaid, the said parties of the second part

or the survivor thereof or their successors or the trustee acting in the execution of this trust shall have the power and it shall be their or his duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the parties of the second part or their successors or the trustee acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost, of the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all counsel fees and costs herein provided for, and all moneys advanced for taxes, insurance, and assessments with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission of 5 per centum on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, Lastly, to pay the remainder of said proceeds, if any there be, to said parties of the first part, their successors or assigns, upon the delivery and surrender to the purchaser, his, her or their heirs or assigns, of possession of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.

AND, said parties of the first part do hereby agree at their own cost, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid to keep the said improvements insured against loss by fire in the full sum of ONE THOUSAND & ONE HUNDRED AND no/100 dollars, in the name and to the satisfaction of the parties of the second part, or substituted trustee, in such fire insurance company or companies as the said parties of the second part may select, who shall apply whatever may be received therefrom (whether by return short rate unearned premiums after foreclosure or otherwise) to the payment of the matter hereby secured, whether due or not, unless the party entitled to receive shall waive the right to have the same so applied; and also to pay all taxes and assessments, both general and special, that may be assessed against, or become due on said land and premises during the continuance of this trust and that upon any neglect or default to so insure, or to pay taxes and assessments, any party hereby secured may have said improvements insured and pay said taxes and assessments, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of six per centum per annum from the time of such payment.

AND, it is further agreed that if the said property shall be advertised for sale, as herein provided, and not sold, the trustee or trustees acting shall be entitled to one-half the commission above provided, to be computed on the amount of the debt hereby secured.

AND, the said parties of the first part covenant that they will warrant generally the land and premises hereby conveyed, and that they will execute such further assurances of said land as may be requisite or necessary. The party of the third part signs this deed for the sole purpose of releasing her dower interest, if any, in the said property.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals on the day and year first hereinbefore written.

Signed, sealed and delivered Paul A. deTamble (SEAL)
in the presence of Nell V. Nicolet (SEAL)
Therese M. Tangora witness Mildred A.deTamble (SEAL)
as to all three signature

UNITED STATES OF AMERICA District of Columbia, to wit:

I Therese M. Tangora, a Notary Public in and for the District of Columbia, DC HEREBY CERTIFY that Paul A. deTamble, Nell V. Nicolet and Mildred A. deTamble parties to a certain Deed bearing date on the 1st day of July A.D. 1941, and hereunto annexed, personally appeared before me, in said District, the said Paul A. deTamble, Nell V. Nicolet, and Mildred A. deTamble being personally well known to me as the persons who executed the said Deed, and acknowledged the same to be their act and deed.

Given under my hand and seal this 5th day of July, A.D. 1941.

(NOTARIAL SEAL) Therese M. Tangora

My Commission Expires January 14, 1946 Notary Public, D.C.

Filed July 20th 1943.

EXHIBIT "A"

If the parties of the first part desire to develop the property referred to herein, subdivide the same and dispose of it in tracts or lots, then the parties of the first part shall submit to Hugh A. Thrift of Washington, D.C. a plat or blueprint thereof showing the location of each tract or lot thereon and the minimum amounts for which such tracts or lots shall be disposed of, which amounts shall be agreed upon by Hugh A. Thrift and the parties of the first part and shall not total less than Thirty-five Thousand Dollars ($35,000) and need not exceed a total of Thirty-five Thousand Dollars ($35,000), any tracts or lots containing any present improvements shall not be sold for less than the minimum price agreed upon by Hugh A. Thrift and the parties of the first part. And the agreed price for such lots shall be for an amount in addition to the Thirty-five Thousand Dollars ($35,000) herein provided for, and the parties of the first part shall furnish the parties of the second part with a copy of the said plat or blueprint; further, when any such tracts or lots are disposed of, one-half (50%) of the said minimum amounts for said tracts or lots as shown on the said plat or blueprint of same shall be paid to the parties of the second part, and when the aggregate amount of such payments reaches or totals the sum of at least Five Hundred Dollars ($500) the parties of the second part agree at the cost of the parties of the first part to release and convey such tracts or lots to the purchasers thereof or their agents free from any and all rights granted to the parties of the second part; further, that all payments made to the parties of the first part, resulting from the disposal of said tracts or lots as agreed upon, shall be paid over to the holder or holders of the note provided for herein and after the payment of this note in full the payment shall be paid to the holder or holders of the notes secured by the first deed of trust and credited on the principal thereof.

Bond -- Filed & Approved this 4th day of August 1943. John H.Hopkins, 3rd., Clerk.

KNOW ALL MEN BY THESE PRESENTS: That we, J. S. Gruver and Fulton R. Gruver, as Principal, and the National Surety Corporation, a corporation 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 FIVE THOUSAND 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 --thirtieth -- day of July in the year of our LORD Nineteen hundred and forty-three.

Whereas the above bounded J. S. Gruver and Fulton R. Gruver, Trustees by virtue of the power contained in a Deed of Trust from Paul A. deTamble and Nell V. Nicolet bearing date the first day of July in the year 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 237 folio 370 and by Order of the Circuit Court for Anne Arundel County dated the 20th day of July in the year 1943, the said Trustees were authorized and directed to make sale of the property mentioned in the above mentioned Deed of Trust, and are about to sell the land and premises described in said 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 bounded J. S. Gruver and Fulton R. Gruver, Trustees, do and shall well and truly and faithfully perform the trust reposed in them under the Deed of Trust aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In testimony whereof, the above bounded J. S. Gruver and Fulton R. Gruver, Trustees, have hereunto set their hands and seals and the said body corporate has caused these presents to be duly signed by its duly appointed attorney-in-fact, attested by its corporate seal, the day and year first herein above written.

Signed,sealed and delivered — J. S. Gruver (SEAL)

in the presence of: — Fulton R. Gruver (SEAL)

Russell H. Pryor — (CORPORATE SEAL) — National Surety Corporation of New York

Ruth W. Brooks — By George E. Rullman, Attorney-in-fact.

Attest: Granville Lee Meredith.

Filed Aug. 4" 1943.

STATEMENT OF MORTGAGE CLAIM.

Amount of principal due in Deed of Trust from Paul A. deTamble and Nell V. Nicolet to J.S. Gruver and Fulton R. Gruver, Trustees dated the 1st day of July in the year 1941 and recorded among the land record books of Anne Arundel County in J.H.H. No.

237 folio 370 ----------	$3,289.75
Interest due thereon from April 25, 1943 ----------	61.94
Total amount of Mortgage and interest ----------	$3,351.69

Fulton R. Gruver Trustee.

District of Columbia, City of Washington, to wit:

I hereby certify that on this 7th day of August in the year 1943, before me, the subscriber, a Notary Public of the District of Columbia in and for the City aforesaid, personally appeared Fulton R. Gruver one of the Trustees and made oath in due form of law that

the above statement of mortgage debt is true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Martha F. Fausler

My commission expires October 1, 1947 Notary Public. D.C.

Filed Aug. 9" 1943.

Report of Sale, Purchaser's Agreement and Auctioneer's Certificate & Order Nisi.

To the Honorable, the Judges of said Court.

The Report of Sale of J. S. Gruver and Fulton R. Gruver, Trustees named in a Deed of Trust filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Deed of Trust from Paul A. deTamble and Nell V. Nicolet, dated the 1st day of July in the year 1941 and recorded among the land record books of Anne Arundel County in Liber J.H.H. No. 237 folio 370, the said J. S. Gruver and Fulton R. Gruver, Trustees to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Deed of Trust and of the law for such cases made and provided, offered the property in said Deed of Trust described at public auction, at the Court House Door in the City of Annapolis, Maryland on Tuesday, August 17, 1943 at 11:00 O'Clock, A.M. and then and there sold the said property to Peninsula Corporation at and for the sum of Sixty five hundred ($6500.00) Dollars subject to the lien of a prior mortgage securing the payment of the principal sum of Ten thousand dollars ($10,000.00) and interest, he being at that figure the highest bidder therefor, said property being the following, all that lot situate in the Seventh Election District of Anne Arundel County, Maryland, on the County Road leading from Galesville to Shadyside, and fronting on West River, containing 134.91 acres, more or less, which is particularly described by metes and bounds, courses and distances in the Deed thereof from Hugh A. Thrift to Paul A. deTamble and Nell V. Nicolet dated the 30th day of June in the year 1941 and recorded among the aforesaid land records in Liber J.H.H. No. 237 folio 364; Saving and excepting therefrom all that tract or parcel of land containing 6.7 acres, more or less, which was conveyed by Edward J. Stellwagen and wife to Basil K. Dawson, by deed dated January 31, 1930 and recorded as aforesaid in Liber F. S. R. No. 69 folio 71, in which deed said land is particularly described by metes and bounds, courses and distances, leaving in the tract to be sold 128.21 acres, more or less.

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

TERMS OF SALE: A deposit of five hundred dollars ($500.00) will be required of the purchaser or purchasers at the time of sale, and the balance of the purchase money, with interest thereon at six percent per annum, to be paid in cash upon final ratification of sale. Taxes and all other expenses are to be adjusted to day of sale.

Respectfully submitted.

Fulton R. Gruver, Trustees.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 17th day of August in the year 1943, before me, the sub-

scriber, a Notary Public of the State and County aforesaid, personally appeared Fulton R. Gruver one of the Trustees in the above Report of Sale, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

(NOTARIAL SEAL)

Wilhelmina P. Hopkins,
Notary Public.

ADVERTISEMENT OF SALE. William B. Elliott, Auctioneer.

TRUSTEE'S SALE of Valuable improved Real Estate Situated on West River in the Seventh Election District of Anne Arundel County, Md., on the State Road leading from Quaker Burying Ground towards Shadyside.

Under and by virtue of the power of Sale contained in a Deed of Trust from Paul A. deTamble and Nell V. Nicolet dated July 1, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 237 folio 370, and by Order of the Circuit Court for Anne Arundel County dated July 20, 1943, and default having occurred thereunder, the undersigned will offer at Public Sale at the Court House door, in the City of Annapolis, on Tuesday, August 17, 1943 at 11:00 O'clock A. M., the following described property, to wit:

All that tract of land situate in the Seventh Election District of Anne Arundel County, Maryland on the County Road leading from Galesville to Shadyside, and fronting on West River containing 134.91 acres, more or less, which is particularly described by metes and bounds, courses and distances in Deed from Hugh A. Thrift to Paul A. deTamble and Nell V. Nicolet dated the 30th day of June in the year 1941, and recorded among the aforesaid land records in Liber J.H.H. No. 237 folio 364; SAVING AND EXCEPTING THEREFROM all that tract or parcel of land containing 6.7 acres, more or less, which was conveyed by Edward J. Stellwagen and wife to Basil K. Dawson, by deed dated January, 31, 1930 and recorded as aforesaid in Liber F.S.R. No. 69 folio 71, in which deed said land is particularly described by metes and bounds, courses and distances, leaving in the tract to be sold 128.21 acres, more or less.

Said property is subject to the lien of a prior mortgage securing the payment of ten thousand dollars (10,000.00) and interest.

Said property is improved by a two and one-half story frame dwelling containing 14 rooms and 2 baths, 3 cottages each containing 5 rooms with running water, stable and barn, and is on the head water of West River with about one-half mile of waterfront, and has a beautiful oak grove, this property is adaptable to a beautiful home or a waterfront development and is on a State Road.

TERMS OF SALE: A deposit of five hundred dollars ($500.00) will be required of the purchaser or purchasers at the time of sale, and the balance of the purchase money, with interest thereon at six per cent per annum, to be paid in cash upon final ratification of sale. Taxes and all other expenses are to be adjusted to day of sale.

For further particulars, apply to

J. S. Gruver,
Fulton R. Gruver, Trustees,
Washington, D. C. or
Eugene P. Childs, Attorney,
Church Circle, Annapolis, Md.

Annapolis, Maryland. Aug. 17,1943.

This is to certify that I have this 17th day of August in the year 1943, sold the property described by said advertisement in the Seventh Election District of Anne Arundel County and more particularly described by said advertisement to Peninsula Corporation at and for the sum of Sixty-five hundred ($6500.00) Dollars, it being then and there the highest bidder for said property.

Witness: William B. Elliott

Wilhelmina P. Hopkins. Auctioneer.

Annapolis, Maryland Aug. 17, 1943.

I hereby certify that I have this 17th day of August in the year 1943, purchased from J.S. Gruver and Fulton R. Gruver, Trustees the property situated in the Seventh Election District of Anne Arundel County, and described more particularly by said advertisement, at and for the sum of Sixty-five hundred ($6500.00) Dollars and do hereby agree to comply with the terms of sale.

Witness: William J. McWilliams, Agent

Wilhelmina P. Hopkins. Purchaser for

Peninsula Corporation

ORDER NISI.

Ordered, this 17" day of August, 1943, that the sale of the property mentioned in these proceedings made and reported by J. S. Gruver and Fulton R. Gruver, Trustees be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20" day of September next; provided, a copy of the Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20" day of September next.

The Report states that the amount of sale to be $6500.00.

John H. Hopkins, 3rd., Clerk.

Filed Aug. 17" 1943

Certificate of Publication Annapolis, Md., Sept. 24, 1943

We hereby certify, that the annexed Order Nisi - Equity 8528 - Paul A. deTamble_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 September,1943. The first insertion being made the 19th day of August, 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By Blanche Bryan

Ordered, by the Court, this 24th day of September, 1943, that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause, and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for to the Auditor.

Ridgely P. Melvin, C.J.

Filed Sept. 24" 1943.

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 Trust Estate of Paul A. deTamble and Nell V. Niclet in ac. with J. S. Gruver and Fulton R. Gruver, Trustees.

To Trustees for fee in lieu of commission	$	$ 50.00
To Trustees for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor - this account	9.00	37.75
To Trustees for Expenses, viz:		
Capital-Gazette Press - advertising sale	42.00	
Capital-Gazette Press - Order Nisi on Sale	5.00	
Capital-Gazette Press - Order nisi on auditor's acct.	5.00	
National Surety Corp. - bond premium	20.00	
Wm. B. Elliott - auctioneer's fee	20.00	
Eugene P. Childs - fee for legal services	215.00	
Martha F. Fausler - notary fee	.50	
Wilhelmina P. Hopkins - notary fee	.50	308.00
To Hugh A. Thrift, mortgagee - in full for mortgage claim filed		3,351.69
To Paul A. deTamble and Nell V. Niclet, mortgagors - this balance		2,752.56
		$6,500.00
Cr. Aug. 17 1943 Proceeds of Sale		$6500.00

ORDER NISI.

ORDERED, This 24th., day of November, 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 27th., 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 27th day of December next.

John H. Hopkins, 3rd. Clerk.

Filed Nov. 24th 1943.

In the Matter of the Adoption	:	No. 8529 Equity.
of	:	In the Circuit Court for
Judith Elizabeth Green.	:	Anne Arundel County.

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The petition of Mary Johanna Cain, respectfully represents unto your Honor:-

1. That your petitioner is a resident of Anne Arundel County, residing at Service Club No. 1, Fort Meade, Anne Arundel County, Maryland.
2. That the said Judith Elizabeth Green was born on December 23, 1935, in the City of Baltimore, State of Maryland; that the said child was born out of wedlock to its mother Edith Elizabeth Green, the admitted father of the child being Clemens Marion Cain, the son of your petitioner.

3. That your petitioner is employed as a hostess at the Service Club No. 1, Fort Meade, Maryland, and has an income of One Hundred and Seventy-five ($175.00) Dollars per month, together with living quarters at the said Club; that the said child and her natural mother, Edith Elizabeth Green, have been living with your petitioner at the aforesaid address since the month of March, 1943.

4. That your petitioner has become attached to the said child and desires to adopt her and raise her as her own, and to confer upon her all the rights and benefits arising out of the relationship of parent and child, and to have her known as Judith Elizabeth Cain.

5. That your petitioner is amply able to provide and take care of the said child and sincerely believes that her welfare and hapiness will be promoted by her adoption.

6. That Edith Elizabeth Green, the mother of the said child is desirous of the child's adoption by your petitioner and joins in this petition by signing her assent thereto.

WHEREFORE YOUR PETITIONER PRAYS:

a. That a Decree may be passed declaring Judith Elizabeth Green her adopted child.

b. That the name of the said child be changed to that of Judith Elizabeth Cain.

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

And as in duty bound, etc.,

Mary Johanna Cain
Petitioner.

Joshua S. Hull
Lester L. Barrett
Solicitors for Petitioner.

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: to wit:

I HEREBY CERTIFY, That on this 23 day of July, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Mary Johanna Cain, and she made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of her knowledge and belief.

As Witness my hand and notarial seal.

(NOTARIAL SEAL)

Joshua S. Hull
Notary Public.

I, Edith Elizabeth Green, the mother of Judith Elizabeth Green, do hereby certify that the matters and facts alleged in the foregoing petition are true to the best of my knowledge and belief and I do hereby assent that my said child, Judith Elizabeth Green, be adopted by Decree of the Circuit Court for Anne Arundel County by the petitioner in this case, Mary Johanna Cain.

WITNESS:

Edith Elizabeth Green

Lester L. Barrett

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: to wit:

Subscribed and sworn to before me, a Notary Public of the State of Maryland, in and for Baltimore County by the above named Edith Elizabeth Green, this 29th day of July, 1943.

(NOTARIAL SEAL)

Joshua S. Hull
Notary Public

Filed July 27" 1943

DECREE

Upon consideration of the aforegoing petition:

It is thereupon, this 30th day of July, 1943, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, and by authority of this Court, Adjudged, Ordered and Decreed, that Judith Elizabeth Green, be and she is hereby declared to be the legally adopted child of Mary Johanna Cain, as prayed in said petition and that the name of the said child be and the same is hereby changed from Judith Elizabeth Green to Judith Elizabeth Cain, and that the said petitioner pay the cost of the proceedings to be taxed by the Clerk.

Ridgely P. Melvin, C.J.

Filed July 30, 1943

In the Matter of the Sale of the Mortgaged	:	No. 7577 Equity
Real Estate of	:	In the Circuit Court for
Lawrence Holland and wife.	:	Anne Arundel County.

MORTGAGE

THIS MORTGAGE, Made this 2nd day of February in the year nineteen hundred and twenty-nine by and between Lawrence Holland and Edith Holland, his wife, Mortgagors of Waterbury, Anne Arundel County in the State of Maryland, of the first part, and Hugh R. Riley, trustee for Anna R. McFadden and Horatio Ridout, Mortgagee, of the second part.

Whereas, the said Lawrence Holland and Edith Holland, his wife, are justly indebted to Hugh R. Riley, as trustee as aforesaid, in and for the sum of eight hundred dollars and sixty which sum they have promised and covenanted to repay within three years from the date here-

of, and have also agreed and covenanted to repay upon said principal sum the sum of twenty-five dollars at intervals of six months from the date hereof during the existence of this mortgage, and have further promised and covenanted to pay interest upon such principal sum or as much thereof as may be due and owing at the rate of six per centum per annum at intervals of six months from the date hereof, this mortgage being executed to insure the payment of such principal sum and interest as may become due;

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagee, his successors and assigns, in fee simple, all __ lot or parcel of ground situate and lying in the 2nd Election District of Anne Arundel County, Md., near or in the village of Waterbury, and described as follows:

Beginning for the same at a stone and pipe set on the east side of a right of way, which point of beginning is south 29 degrees 30 minutes east 266 feet from a sycamore tree forming a northeast boundary of the whole tract, and running thence south 42 degrees west 160.5 feet to an iron pipe there planted in the division of the property hereby conveyed and that of Benjamin Brown; thence running with said division line south 21 degrees east 170 feet to a plug; thence running across lot No. 1 on said plat north 42 degrees east for the distance of 383.5 feet to a plug planted in the east line of the whole tract, which plug is 3.3 feet north of a birch tree; thence running with the outline of the whole tract north 6 degrees west 165.8 feet to a plug; thence with the division line of the property hereby conveyed and that of Laura and Moses Johnson south 49 degrees west 238.5 feet to the point of beginning, laid out for and containing one acre of land, more or less, and being the same parcel of land which was conveyed to the said Lawrence Holland and Edith Holland, his wife, by George W. Mackall and others by deed dated the 17th of October,1928, recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 40, folio 137;

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of said Mortgagee, his successors and assigns, forever, in fee simple.

PROVIDED, that if the said Mortgagors, their heirs, personal representatives or assigns shall well and truly pay or cause to be paid the aforesaid sum of eight hundred and sixty Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors 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, his successors, personal representatives or assigns, or Hugh R. Riley their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county and such other notice as by the said Mortgagee, his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of twenty-five dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors 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 Mortgagor for heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, his successor, personal representatives or assigns, or Hugh R. Riley, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

AND the said Mortgagors and for their __ 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, his successor, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least eight hundred and sixty 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 successor, 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 successor, personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

Test:

Eleanore Louise Kyle

Lawrence Holland (SEAL)

Edith Holland (SEAL)

STATE OF MARYLAND, Anne Arundel _____ TO WIT:

I Hereby Certify, that on this 2nd day of February in the year nineteen hundred and twenty-nine before me, a notary public of the State of Maryland, in and for the county aforesaid, personally appeared Lawrence Holland and Edith Holland, 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 Hugh R. Riley, the mortgagee 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.

Eleanore Louise Kyle

(NOTARIAL SEAL) Notary Public.

Filed March 9" 1938.

For value received we, the undersigned (in compliance with the Order of Court passed on the 12th day of May, 1933, in No. 6455 Equity, Horatio Ridout, et al. vs Hugh R. Riley, et al.) do hereby assign the within mortgage and the debt secured thereby to A. Theodore Brady, Trustee for Anna R. McFadden and Horatio Ridout.

As witness our hands and seals this First day of June, 1933.

Attest: Hugh R. Riley (SEAL)

Elinore G. Girault Frances B. Riley (SEAL)

Guardian of Hugh R. Riley

Received for Record 23" day of June, 1933, at 11:15 o'clock A.M. and same day recorded in Liber F. S. R. No. 47 Fol. 367, Land Records of Anne Arundel County.

Frank S. Revell, Clerk.

For value received I do hereby assign the within mortgage and debt secured thereby unto Eugene P. Childs for the purpose of foreclosure.

Witness my hand and seal this 12" day of January, 1938.

Witness: Anna Ridout McFadden (SEAL)

Dorothy M. Trench Trustee

Received for Record 8 day of March 1938, at 2-45 o'clock P.M. and same day recorded in Liber F. S. R. No. 47, Fol. 367, Land Records of Anne Arundel County,

Frank A. Munroe, Clerk.

Filed March 9" 1938.

Bond --Filed & Approved this 8th. day of March, 1938. Frank A. Munroe, Clerk.

KNOW ALL MEN BY THESE PRESENTS:

That we, Eugene P. Childs, Annapolis, Maryland as Principal, and the American Bonding Company of Baltimore, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One thousand Dollars, to be paid to the said State of its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 8" day of March, in the year of our Lord Nineteen Hundred and thirty eight

Whereas, the above bounden Eugene P. Childs by virtue of the power contained in a

mortgage from Lawrence Holland and Edith Holland, his wife, to Hugh R. Riley, Trustee for Anna R. McFadden and Horatio Ridout bearing date the 2nd day of February, 1929 and recorded among the mortgage records of Anne Arundel County in Liber F. S. R. No. 47 Folio 363 and assigned to Eugene P. Childs January 12, 1938, and the said Eugene P. Childs, as such Assignee, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Eugene P. Childs do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Eugene P. Childs has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney, attested by its Agent, the day and year first herein above written.

Signed, sealed and delivered — Eugene P. Childs, (SEAL)

in the presence of: (CORPORATE SEAL) AMERICAN BONDING COMPANY OF BALTIMORE

Dorothy M. Trench — Eugene P. Childs, Attorney

Myrtle Sturm, Agent

Filed March 8" 1938.

STATEMENT OF MORTGAGE CLAIM.

In the Matter of the Sale of the Mortgaged Real Estate of Lawrence Holland & wife — No. 7577 Equity. In the Circuit Court for Anne Arundel County.

Amount of Mortgage Loan			$860.00
Interest from February 2nd 1929 to April 2nd, 1938--9 yrs & 2 mo.		$473.00	
Paid on account of interest as per receipts presented by Lawrence Holland			
Aug. 2nd 1929	$50.80		
Feb. 2nd 1930	25.00		
Aug. 2nd 1930	75.00		
Jan. 7th 1931	25.00		
June 15_ 1932	48.00		
Aug. 22_ 1932	25.00		
Oct. 2nd 1933	24.00		
Aug. 2nd 1934	73.00		
June 25_ 1935	23.00	368.80	
Bal. due account of Interest		104.20	$104.20
Bal. due on account of principle and interest			$964.20

STATE OF MARYLAND COUNTY OF ANNE ARUNDEL, TO WIT:

I hereby certify that on this 8th day of March 1938 before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Eugene P. Childs, Assignee and agent for the mortgagee, and made oath in due form of law that the

above statement is true to the best of his knowledge and belief and that the same was made in accordance with receipts presented him by the mortgagor, who admitted that the above credits constituted all the money paid on account of said mortgage.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Dorothy M. Trench

Notary Public.

Filed March 8" 1938.

COPY OF ADVERTISEMENT.

ASSIGNEE'S SALE OF VALUABLE REAL ESTATE SITUATED IN THE SECOND DISTRICT OF ANNE ARUNDEL COUNTY Near the Village of Waterbury

By virtue of a power of sale contained in a mortgage from Lawrence Holland and wife, dated February 2nd, 1929 and recorded in Liber F. S. R. No. 47, folio 363, one of the land records of Anne Arundel County, which mortgage has been assigned to the undersigned for the purpose of foreclosure, default having occurred, the undersigned assignee will offer at Public Sale at the Court House door in the City of Annapolis, Maryland on Tuesday, April 5th at 11:15 O'clock A.M. All of that property situated near the village of Waterbury in the Second District of Anne Arundel County, and in said mortgage mentioned as containing one (1) acre of land, more or less, and improved by a five (5) room bungalow in good condition and other outbuildings.

Terms of Sale: A deposit of Two Hundred ($200.00) dollars will be required of the purchaser on day of sale and the balance of the purchase price with interest at 6% to be paid in cash on final ratification of sale by the Court.

For further particulars apply to the undersigned.

Eugene P. Childs Assignee

Filed March 8" 1938.

REPORT OF SALE

To the Honorable the Judges of said Court.

The Report of Sale of Eugene P. Childs, Assignee of the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Lawrence Holland and wife, dated February 2nd, 1929 and recorded in Liber F. S. R. No. 47, folio 363, one of the land records of Anne Arundel County, said mortgage having been assigned to Eugene P. Childs, default having occurred thereunder, the said assignee, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described at public auction, at the Court House door in the City of Annapolis, Maryland on Tuesday, April 5th, 1938 at 11:00 o'clock A.M. and then and there sold the said property to Anna Hidout McFadden and Horatio Hidout at and for the sum of Five Hundred ($500.00) Dollars they being at that figure the highest bidder therefor, said property being the following: BEING the property conveyed unto Lawrence Holland and wife, by George W. Mackall and others by deed dated the 17th day of October, 1928 and recorded among the land records of Anne Arundel County in Liber F. S. R. No. 40,

folic 137 and in said deed described as containing one (1) acre of land, more or less.

And the said Assignee further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also received the Purchaser's Agreement to comply with the terms of sale which are as follows:

TERMS OF SALE: A deposit of Two Hundred ($200.00) dollars will be required of the purchaser on day of sale and the balance of the purchase price with interest at 6% to be paid in cash on final ratification of sale by the Court. Taxes and other expenses to be adjusted to day of sale.

Respectfully submitted.

Eugene P. Childs, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 5th day of April in the year 1938, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Eugene P. Childs, Assignee in the above Report of Sale, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

(NOTARIAL SEAL)

Dorothy M. Trench

Notary Public.

Annapolis, Maryland April 5, 1938

This is to certify that I have, this 5th day of April in the year 1938, sold the property described by said advertisement in the Second Election District of Anne Arundel County and more particularly described by said advertisement to Anna Ridout McFadden and Horatio Ridout at and for the sum of five hundred ($500.00) dollars

Witness:

Dorothy M. Trench

Wm H Moss & co.

By Thomas O. Gott Auctioneers.

Annapolis, Maryland April 5th, 1938

I hereby certify that Anna Ridout McFaddin and Horatio Ridout have this 5th day of April in the year 1938, purchased from Eugene P. Childs, Assignee, the property situated in the Second Election District of Anne Arundel County and described more particularly by said advertisement, at and for the sum of five hundred ($500.00) dollars and do hereby agree to comply with the terms of sale.

Witness:

Dorothy M. Trench

Eugene P. Childs

Agent for purchasers.

ORDER NISI

ORDERED, this 5th day of April, 1938, That the sale of the property mentioned in Report of Sale dated the 5th day of April, 1938 made and reported by Eugene P. Childs, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th., 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 7th., day of May next.

The report states that the amount of sales to be Five Hundred ($500.00) Dollars.

Frank A. Munroe, Clerk.

Certificate of Publication Annapolis, Md., May 24, 1938

We hereby certify, that the annexed Order Nisi - Sale - No. 7577 Equity - Lawrence Holland 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 May, 1938. The first insertion being made the 7th day of April, 1938.

THE CAPITAL-GAZETTE PRESS, INC.

By Mildred I. Rocklitz

(FINAL ORDER)

ORDERED BY THE COURT, This 6th day of February, 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 April 5th 1938

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 Lawrence Holland and Wife in ac. with Eugene P. Childs, Assignee

To Assignee for fee	$ 25.00	$
To Assignee for commissions	33.00	58.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	12.00	
Auditor	9.00	31.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale order nisi on	20.00	
Capital-Gazette Press - report of sale order nisi on	5.00	
Capital-Gazette Press - auditor's acct.	5.00	
Wm. H. Moss & Co. - auctioneer	10.00	
Clerk of Court - recording assignment	.75	
American Bonding Co. - bond premium	10.00	
Dorothy M. French - notary fees	1.00	
One-half Federal revenue stamps	.28	
One-half State revenue stamps	.25	52.28
To Assignee for Taxes, viz:		
1937 State and County taxes	1.22	
1938 State and County taxes ($12.14-adj.)	3.20	4.42

To Anna Ridout McFadden, Trustee - this

balance on account mortgage claim $354.30

$500.00

Amount of mortgage claim filed	$964.20	
Cr. Amount allowed as above	354.30	
Balance subject to decree in personam	$609.90	
Cr. Apr. 5 1938 Proceeds of Sale		$500.00

ORDER NISI

ORDERED, This 19th., day of February, 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 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 23rd., day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feby. 19" 1942.

Certificate of Publication Annapolis, Md., April 24, 1942

We hereby certify, that the annexed Order Nisi - Aud. acct. - Equity #7577 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 March, 1942. The first insertion being made the 26th day of February, 1942.

THE CAPITAL-GAZETTE PRESS, INC.

By Dorothy Balderston

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of October, 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 Oct. 16" 1943

In the Matter of the Adoption	:	No. 8397 Equity.
of Louise Truelove and Eloise	:	In the Circuit Court for
Truelove, Minors.	:	Anne Arundel County.

Petition for adoption, affidavit and Order of Court, thereon.

To the Honorable, the Judge of said Court:

The petition of John W. Harper and Lina J. Harper, his wife, respectfully represents:

1. That your petitioners are residents of Anne Arundel County and own a home on Chesapeake Avenue, Eastport, Maryland.

2. That on September 8, 1941, Aaron Truelove and Gertrude Truelove, his wife, parents of Louise and Eloise Truelove, were killed in an automobile-train accident, leaving surviving

them two minor children, Louise age ten and Eloise age five.

3. That since the death of the said Aaron Truelove and Gertrude Truelove, said children have been dividing their time between their paternal grandparents Truelove who reside in a rural district of North Carolina and the home of their aunt, Lina J. Harper, sister of the decedent, Gertrude Truelove, and are residing with said aunt at this time.

4. That since the death of the parents, no one has made any effort to adopt said children legally, and their future course of life is very uncertain under these conditions.

5. That because of the fact that the paternal grandparents, Mr. and Mrs. Truelove, have a large family and are not able to care for these children properly, and to educate them, it would be more advantageous to said children if they could be adopted by your petitioners, who could give them the advantage of a good home and a good educational and religious influence.

Wherefore, your Petitioners pray this Honorable Court to pass a decree authorizing said petitioners to adopt the said Louise Truelove and Eloise Truelove as their children and to have the children change their family name to Harper, unless cause to the contrary be shown by the paternal grandparents, Oscar Truelove and Janie Truelove, his wife, who reside near Dunn, North Carolina, 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.

Benjamin Michaelson
Solicitor for Petitioners.

John W. Harper
Lina J. Harper
Petitioners.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 8th day of August, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John W. Harper and Lina J. Harper, 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)

Mary M. Hoff
Notary Public.

Filed Aug. 10" 1942

ORDER OF COURT.

UPON the foregoing petition, and affidavit, it is hereby ordered this 10th day of August, 1942, by the Circuit Court for Anne Arundel County that Oscar Truelove and Janie Truelove, his wife, show cause on or before the 31st day of August, 1942, why a decree should not be passed by this Court declaring the aforesaid children, Louise Truelove and Eloise Truelove to be adopted children of John W. Harper and Lina J. Harper, his wife, provided that the said Oscar Truelove and Janie Truelove, his wife, be served with a copy of the petition for adoption and this order of Court on or before the 18th day of August, 1942.

Ridgely P. Melvin, Judge.

Filed August 10" 1942.

Petition to extend time for answering and showing cause, and Order of Court thereon.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Jannie Truelove respectfully shows:

1. That she has filed a petition for Writ of Habeas Corpus and that same has been made returnable September 2, 1942, at 11:30 o'clock A.M.

Wherefore your Petitioner prays that the time for answering and showing cause why a decree of adoption should not be passed be extended for fifteen (15) days after the hearing on the Writ of Habeas Corpus.

Marvin I. Anderson

Filed Aug. 28" 1942 Attorneys for Petitioner

ORDERED this 28th day of August, by the Circuit Court for Anne Arundel County, that the time for answering and showing cause as required by Order of this Court, dated August 10, 1942, be, and the same is hereby extended fifteen days after the hearing on the Habeas Corpus case referred to.

Ridgely P. Melvin, Judge.

Filed Aug. 28" 1942.

ANSWER OF RESPONDENTS

In obedience to the Order of His Honor, Ridgely P. Melvin, Judge, entered in the above entitled proceedings on the 18th day of August, A.D., 1942, and in Answer to the Petition filed herein, these Respondents respectfully showeth the court:

1. That in answer to the allegations contained in paragraph one (1) of the Petition, these respondents admit that the Petitioner, John W. Harper and Lina J. Harper, are residents of Anne Arundel County, in the State of Maryland, but that these respondents have no knowledge or information sufficient to form a belief as to the other allegations contained in said paragraph and, therefore, deny the same.

11. It is admitted that on the 8th day of September, A.D., 1941, Aaron Truelove and his wife, Gertrude Truelove, were killed in an automobile-train collision in Harnett County, North Carolina, and that they left surviving them as their sole heirs at law the two minors above named, to-wit, Louise Truelove, age ten, and Eloise Truelove, age five.

And further answering said paragraph these respondents allege and say that Aaron Truelove and his wife, Gertrude Truelove, were both residents of Harnett County, North Carolina, at the time of their death; that their said minor children, Louise and Eloise Truelove were citizens and residents of the State of North Carolina, both of them having been born in the County of Harnett and State of North Carolina and have lived here practically all of their lives; that immediately after the death of their said father and mother, these respondents who are the paternal grandparents of the said minor children, took the said minors to their home in the County of Harnett and State of North Carolina, where they have at all times since, exercised control and custody of said minors and have and do stand in the relation of Loco Parentis to the said children; that these respondents have, at all times since the tragic death of the father and mother of said children, provided them with ample food, clothing, shelter, medical attention and all the other necessities of life; that they have kept the said Louise Truelove in attendance at school and provided her with all the necessary school books and supplies convenient and necessary for the education of the said child, and stand ready, able and willing to do likewise as to Eloise Truelove as soon as she becomes of school age.

111. That the allegations contained in paragraph three, (3) of the Petition are untrue as alleged, the true facts with respect thereto being as follows: That on or about the 21st day of July, A.D., 1942, Mrs. Ida Johnson, the maternal grandmother of the said minor children and who lives in the State of Maryland, came to the home of these respondents in Harnett County, North Carolina, and insisted that she be allowed to take the said minor children with her to the State of Maryland for a visit of approximately two weeks, at the same time assuring these respondents that if they would permit the said children to go to State of Maryland for a visit with her that she, the said Mrs. Ida Johnson, would see that they were returned to the respondents home within three weeks; that these respondents had some hesitancy in permitting the said children to leave the State at this particular time on account of school, whereupon Mrs. Johnson told these respondents if they did not permit the children to go with her that they would, "Regret it as long as they lived," and the respondents finally agreed that the children might go after being definitely assured that they would be returned to the home of these respondents within a period of three weeks.

That the said minor children have not been out of the State of North Carolina since the death of their parents, and consequently have not divided their time between these respondents and the petitioner in this cause or between these respondents and anyone else; that they have continuously lived in the home of these respondents until Mrs. Ida Johnson, the maternal grandmother, carried them to the State of Maryland for the purposed visit hereinbefore set forth, and that they would not be out of the State now except for the definite assurance given these respondents by Mrs. Ida Johnson that she would return them within the three weeks period when she took them away.

1V. That answering paragraph four of the Petition it is true that no proceedings have been instituted within the State of North Carolina for the adoption of the said minor children and this for the simple reason that the said children were in a good home and were being looked after and attended to in every respect just as any other member of the family of these respondents, and there was no immediate need for any adoption, nor is there now any such need for same.

V. That the allegations set forth in paragraph five of the Petition are untrue and are denied. AND further answering said allegations these respondents allege and say that they do not have a large family for that the family of these respondents consists of the following named persons: Oscar Truelove and Janie Truelove, husband and wife, Leon Truelove, age eighteen, Venson Truelove, age sixteen and Voncile Truelove, age fourteen; that these respondents own their own home and farm, located about four miles from Dunn, North Carolina, and are amply able to provide for the support and maintenance of the said family including these two minor children, and to properly educate and provide for them all the necessities and many of the luxuries of life. It is specifically denied that it would be more advantageous for the said children to be adopted by the petitioners for that the petitioners have been married only a short period of time, have not as yet firmly established their home, are young people, both of whom work and as these respondents are advised, believe and so allege are unable to provide nurses or other attendants to supervise and look after the said children while they themselves are away at their work; that these respondents are further advised, believe and thereupon allege, that in the natural course of events children will be born into the home of the petitioners and upon the happening of

such an event, the minor children mentioned in this cause, if allowed to be adopted by petitioners, would suffer from lack of proper attention and care, and that in such a state of affairs it would not be for the best interest of the said minors to be adopted into the home of such young people where conditions might be so changeable as to be detrimental to the welfare of said children.

AND further answering said paragraph these respondents allege and say that since the death of the father and mother of the said minor children, proper court action has been instituted in the Superior Court of Harnett County for the recovery of damages suffered by the estates of the said Aaron Truelove and Gertrude Truelove, as well as for the damages suffered and sustained to the estate of their minor child, Elgie Gray Truelove, a sister, who was also killed in the same accident with her father and mother; that the said three actions are now pending in the Superior Court of Harnett County and that the minors named in the petition herein, namely Louise Truelove and Eloise Truelove, will share equally in the recovery had, if any, in the said actions; that these respondents are advised and believe and so allege that no adoption proceedings would have been instituted in the State of Maryland had it not been anticipated that a large recovery would be had and the said minors come into some substancial amount of money.

FOR A FURTHER ANSWER TO THE PETITION FILED HEREIN THESE RESPONDENTS ALLEGE AND SAY:

1. That these respondents are advised and believe, that the said minor children, Louise and Eloise Truelove, by reason of their birth and continuous living within the State of North Carolina, are now and have always been residents of said State and are not residents of the State of Maryland but were taken to said State merely for the purpose of a visit with their maternal grandmother as hereinbefore alleged; that these respondents are further advised, believe and thereupon allege, that for the reason set out herein the Courts of Maryland have no jurisdiction of the said minor children mentioned in this cause and no right to make any order concerning their adoption at this time.

11. That although the petitioners allege the inability of these respondents, financially and otherwise, to properly care for the said minor children neither of the petitioners nor their maternal grandmother have contributed one penny toward their support, education or pleasure since the tragic death of their parents which occurred practically one year ago.

WHEREFORE, the respondents having fully answered the Petition filed herein pray the Court that the Petition filed in this cause be dismissed and that the respondents have and recover of the petitioners their costs and for such other and further relief as they may be entitled to either in law or in equity.

Will Mckoy Solmon

J. R. Young

Attorney for Respondents.

Marvin I. Anderson

Attorney for Respondents.

NORTH CAROLINA HARNETT COUNTY.

JANIE TRUELOVE, being first duly sworn, says for herself and her co-respondents; that she has read the foregoing answer and that the same is true of her own knowledge except as to matters and things therein stated upon information and belief, and as to those she believes it to be true.

Mrs. Janie Truelove

Subscribed and sworn to before me this the 22 day of August, 1942.

(NOTARIAL SEAL) R. L. Cromartie, Jr. N.P.

My Commission expires 7/2/43

Filed Sept. 2" 1942.

Petition and Order of Court thereon. April 21, 1943.

To the Honorable, the Judge of said Court:

The petition of John W. Harper and Lina J. Harper, his wife, by Benjamin Michaelson, their solicitor, respectfully represents:

1. That the said John W. Harper and Lina J. Harper, his wife, filed a petition in this Honorable Court for the adoption of Louise Truelove and Eloise Truelove, minors.

2. That after said petition was filed, a writ of habeas corpus was issued by the Circuit Court for Anne Arundel County, upon petition by one Janie Truelove, grandmother of said infants, and in said petition the said Janie Truelove requested this Court to award the custody of said minor children to her, as will appear by reference to No. 3 Petitions, July Term, 1942.

3. That, subsequently, there was a hearing on this petition, and this Honorable Court awarded the custody of said children to the petitioners in the above cause, John W. Harper and Lina J. Harper, his wife.

4. That since said hearing, an answer to the petition for adoption has been filed on behalf of Oscar Truelove and Janie Truelove, his wife.

5. That this matter is now at issue, and your petitioners desire to take testimony to have this matter set for a hearing before this Honorable Court.

Wherefore, your petitioners pray this Honorable Court to pass an order fixing a date for a hearing and the taking of testimony in this cause.

And as in duty bound, etc.

Benjamin Michaelson
Solicitor for Petitioners.

John W. Harper
Lina J. Harper
Petitioners.

Filed April 20" 1943.

ORDER OF COURT.

UPON the foregoing petition it is hereby ordered this 21st day of April, 1943, by the Circuit Court for Anne Arundel County, that the above matter be set for a hearing for the purpose of taking of testimony on the 7th day of May 1943 at noon , provided that a copy of this petition and order be served on the said Oscar Truelove and Janie Truelove, his wife, or their solicitor on or before the 28th day of April 1943.

Ridgely P. Melvin, Judge.

Filed April 21st. 1943.

Petition for decree of adoption and Order of Court thereon.

To the Honorable, the Judge of said Court:

The petition of John W. Harper and Lina J. Harper, his wife, by Benjamin Michaelson, their solicitor, respectfully represents:

1. By an order of this Court dated April 21, 1943, the matter of these proceedings relative to the adoption of Louise Truelove and Eloise Truelove, minors, was set for a hearing for the purpose of taking testimony on May 7, 1943, at noon provided a copy of the peti-

tion and order was served on Oscar Truelove and Janie Truelove, his wife, or their solicitor on or before the 28th day of April, 1943.

2. That service of a copy of said petition and order of Court was admitted by Marvin I. Anderson, solicitor, on April 21, 1943.

3. That on the date set for said hearing the defendants nor their solicitor appeared in this cause.

4. That, in view of a previous hearing and the taking of testimony on a writ of habeas corpus, your petitioners did not proceed to take any testimony because it was their understanding that this Court had sufficient information and evidence to justify it in passing a decree of adoption of the aforesaid minors.

5. That, in the event this Court desires further testimony in this matter, your petitioners desire to present such testimony to support the allegations of their petition for adoption.

6. That, in the event this Court does not desire any further testimony to be taken, your petitioners pray this Honorable Court to pass a decree declaring the aforesaid Louise Truelove and Eloise Truelove, minors, to be the legally adopted children of your petitioners.

Wherefore, your petitioners pray this Honorable Court to pass such order as to this Court may be deemed proper under the circumstances.

And as in duty bound, etc.

Benjamin Michaelson
Solicitor for Petitioners.

John W. Harper
Lina J. Harper
Petitioners.

Filed June 15" 1943.

ORDER OF COURT.

UPON the foregoing petition it is hereby ordered this 16th day of June, by the Circuit Court for Anne Arundel County, that the above matter be set for a final hearing for the purpose of taking additional testimony on the 22nd day of June, 1943, at ten o'clock A.M.

Ridgely P. Melvin Chief Judge.

It is this 22nd day of June, 1943, by Mr. Michaelson, Attorney for the Plaintiff Petitioner, Lina J. Harper and husband, offered that the testimony taken in the Habeas Corpus case No. 3 Petitions July Term, 1942, or so much thereof as pertains to the custody and welfare of the children mentioned, be used in this case known as their adoption petition, and considered by the Court herein.

Granted this 22nd day of June, 1943.

James Clark _____

Filed June 22" 1943

ORDER OF COURT.

THIS matter having been fully considered by the Court and the proceedings having been duly submitted for a final decree.

IT is thereupon this 23rd day of June, 1943, by the Circuit Court for Anne Arundel County, adjudged, ordered and decreed that Louise Truelove and Eloise Truelove, minors, be, and they are declared to be the legally adopted children of John W. Harper and Lina J. Harper, his wife, and it is further adjudged, ordered and decreed that their names shall be changed to Louise Harper and Eloise Harper.

IT is further adjudged, ordered and decreed that the petitioners pay the costs of these proceedings.

Ridgely P. Melvin Chief Judge.

Filed June 23, 1943.

Anne Arundel County Sanitary Commission: No. 8442 Equity

a body corporate, Plaintiff : In the Circuit Court for

vs. : Anne Arundel County.

Robert Chase et al

BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

YOUR ORATOR COMPLAINING SAYS:

1. THAT it is a body corporate created by the Acts of the General Assembly of Maryland of 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 Alfred Chase and Sarah Chase departed this life intestate, seized and possessed of real estate and improvements in Eastport, Maryland, known as Nos. 422 and 424 First Street, Lot No. 142A in Block 11, Plat of Eastport and that the said Defendants are the only known heirs at law of the decedents. The said Plaintiff files herewith abstract of title as Plaintiff's Exhibit No. 1.

4. 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, alley 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".

5. THE improved properties abutting upon the mains of the Sanitary Commission are known as Nos. 422 and 424 First Street, village of Eastport, Maryland. Lot No. 142A Plat of Eastport.

The said Plaintiff files herewith Plat showing the lines of Commission as Plaintiff's Exhibit No. 2.

6. 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,

7. 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 1932 to 1942, both inclusive, all of which are now overdue and unpaid, and they have refused to pay same.

And the said Commission files herewith and as a part hereof all bills showing said indebted-

ness, including penalties to be one hundred seventy-three and 50/100 dollars, marked "EXHIBIT No. 3".

8. 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 constitutes a legal notice of such assessments to said Defendants.

9. THAT under Section 432 of Chapter 313 of the Acts of 1931, the Plaintiff has the right in addition to personal service of Writs of Subpoenas to give notice by Order of Publication to all persons having an interest in the said real estate of which the said Plaintiff has an enforcible lien.

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 and an Order of Publication directing and notifying Robert Chase, Rose Chase Anderson, Joseph Chase, Arthur Chase and Maggie Chase who resides in the Village of Eastport, Anne Arundel County, and William Chase who resides on West Street, City of Annapolis, State of Maryland, and all other persons having an interest in the subject matter of this cause, 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.

Robert E. Kindred
Solicitor for Plaintiff

STATE OF MARYLAND ANNE ARUNDEL COUNTY TO WIT:

I HEREBY CERTIFY, that on this day of October, 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 that none of the Defendants are in the military service of the United States.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Edwin A. Davault
Notary Public

Filed Nov. 2nd 1942.

ORDER OF PUBLICATION.

THE OBJECTS of the Bill of Complaint in the above case is to notify the Defendants and all others who may have an interest in said land and premises of the complaint filed against them.

THE BILL STATES that the property hereinafter mentioned was owned by Alfred Chase who was married to Sarah Chase, both having departed this life intestate, seized and possessed of the said real estate and improvements, and they left surviving them as their heirs at law the

above named Defendants who are all of lawful age.

THE REAL ESTATE and improvements are known as Lot No. 142A in Block 11, Plat of Eastport, and numbered 422 and 424 First Street, Eastport, Maryland.

THAT there have been levied by the Sanitary Commission for the years 1932 to 1942, both inclusive, water and sewer benefit assessments in the sum of $173.50, including interest to July 1, 1942.

THAT the said benefit assessments are a first lien on said property, subject only to prior State and County taxes.

THE said benefit assessments are unpaid and in default, the said Defendants have refused to pay same.

THE BILL prays the Court to appoint a Trustee to sell said land and improvements at public auction to satisfy said liens and for such other and further relief as its case may require.

IT IS THEREUPON this 2nd day of November, 1942, by the Circuit Court for Anne Arundel County in Equity, Ordered that the Plaintiff cause a copy of this Order with the objects and substance of the Bill be inserted in some newspaper published in Anne Arundel County once a week for three successive weeks before the 4th day of December 1942, giving notice to the said Defendants to appear in this Court in person or by Solicitor on or before the 19th day of December 1942, to show cause, if any there be, why a decree shall not be passed as prayed.

John H. Hopkins, 3rd., Clerk.

Filed Nov. 2" 1942

Certificate of Publication of Order of Publication Annapolis, Md., December 14, 1942.

We hereby certify, that the annexed Order of Publication No. 8442 Equity A.A.County Sanitary Commission 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 4 day of December, 1942. The first insertion being made the 5 day of November, 1942.

THE CAPITAL-GAZETTE PRESS, INC.

By Anne Bennett

Filed Dec. 22" 1942

DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff in this cause respectfully shows:

That the Defendants, Robert Chase, Rose Chase Anderson, Joseph Chase, Arthur Chase, Thomas Chase, Maggie Chase and William Chase, 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 said Order.

WHEREFORE the plaintiff prays this Honorable Court that the BILL OF COMPLAINT may be taken PRO CONFESSO against said Defendants.

AND AS IN DUTY BOUND, ETC.

R. E. Kindred

Solicitor for Plaintiff.

IT IS THEREUPON this 22nd day of December, 1942, by the Circuit _____ for Anne Arun-

del County, in Equity, ADJUDGED, ORDERED AND DECREED, that said Bill of Complaint be, and the same is hereby taken PRO CONFESSO against said Defendants.

IT IS FURTHER ORDERED, that leave is hereby granted the Plaintiff to take testimony before one of the Standing Examiners of this Court in support of the allegations of the said bill.

Ridgely P. Melvin C.J.

Filed Dec. 22" 1942

Testimony on behalf of the Plaintiff, January 26th, 1943.

PRESENT:

Mr. Robert Kindred, Solicitor for Plaintiffs.

Decree Pro Confesso and Order, Dec. 22nd., 1942.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

William G. Diller, ---------- 2 to 6

Thomas W. Shives, ---------- 7 to 8

---------Plaintiff's Solicitor offers in evidence all of the Exhibits offered with the Bill now filed and Marked Exam. Exhs. A-B-C.

William G. Diller, a witness of lawful age, being first duly sworn, deposes and says:-

(Kindred)

1. State your name, residence and occupation?

A. William G. Diller, Glenburnie, Anne Arundel County, Md.; Secretary-Treasurer of Anne Arundel County Sanitary Commission.

2. The Anne Arundel County Sanitary Commission is Plaintiff in this case?

A. Yes.

3. And Robert Chase and others are defendants, it is No. 8442 Equity?

A. That's correct.

4. Will you please tell the Court when the Sanitary Commission was created?

A. Created by Act of the Legislature in 1922, Chapter 245, Public Local Laws of Anne Arundel County.

5. The Bill alleges that the Commission is under the jurisdiction of three Commissioners?

A. That's correct.

6. Are these Commissioners appointed or elected?

A. They are appointed by the County Commissioners under the Act.

7. Who are the present Commissioners?

A. Franklin E. Maddox, Chairman, Dr. Caldwell Woodruff David B. Dunker.

8. Have they all qualified?

A. They have.

9. The Petition alleges that Alfred Chase and Sarah Chase, his wife, departed this life intestate, owning certain property in Eastport known as No. 422 424 First Street, Eastport?

A. It is Lot 142A in Block 11 on the Plat of Eastport known as the old Duvall Plat. Known as No. 422 and 424 First st., Eastport, Md.

10. When did Alfred Chase die, if you know?

A. From the information I have received it was in 1918.

11. When did Sarah Chase die?

A. She died in 1936.

12. Going back into this title, how was this property as mentioned above, how was that acquired and when?

A. It was acquired in two separate pieces, the property in question being a double frame house, in very bad condition; the first portion which ran through the center line of the double house was conveyed to Alfred Chase on December 1st, 1903 conveyance being from Louis J.M. Boyd and Martha Boyd, his wife, by deed recorded in Liber G. W. 35, folio 75; the second part was conveyed to Alfred Chase on January 7th, 1904, this conveyance being also from Louis J.M.Boyd and wife by deed recorded among said Land Records in Liber G.W. No. 34, Folio 430. It was conveyed to Alfred Chase in fee simple in his own name.

13. Was there any portion of that property sold off by Chase at any time during that time?

A. No portion of this particular property.

14. You have stated that both Alfred Chase and Sarah Chase are dead?

A. That's correct.

15. Who did they leave surviving them as their next of kin?

A. They had several children, Robert Chase, Rose Chase Anderson, William Chase, Joseph Chase, Arthur Chase, Thomas Chase and Maggie Chase, all of whom are adults and all living at this time.

16. Where do they reside?

A. They all reside in the State of Maryland.

17. I call your attention to the Examiner's Exhibit A an Account filed in the Orphans Court for Anne Arundel County in the Matter of the Estate of Sarah Chase, tell the Court if there was any money distributed to the heirs mentioned?

A. Yes, there was money distributed in accordance with the allowance by the Court in the amount of $1482.97. That was divided equally among the children as shown by this Exhibit.

18. In Exhibit A filed with the Examiner I note a deed dated February 3rd, 1909 between Heinbach and Alfred Chase conveying property on the S.W. side of this street in Eastport, has this particular lot anything to do with this case in question?

A. No, it has not; it was a part of the Chase title, and also the remaining part of Lot 142.

142.

19. As Secretary of the Sanitary Commission do you keep the books or supervise the bookkeeping of the Sanitary Commission?

A. I do.

20. Are you the Collector of all accounts including benefit assessments of the Sanitary Commission?

A. I am.

21. Have you had any communication with the heirs of the late Alfred Chase and Sarah Chase?

A. Yes I have, I have contacted and talked with them personally, Robert Chase, Rose Chase Anderson and Joseph Chase with regards to the account due the Sanitary Commission. On each occasion they stated that before any bills could be paid it would be necessary for all of the children to agree to such payments, and that they had been unable to get all of the children together or to come to any agreement regarding the delinquent account.

22. Have they paid anything on account?

A. Yes sir, the first water benefit assessment was levied in 1929 and first sewer assessment in 1931. On this particular account the 1929 water assessment, and 1930, 1931, and 1932 water assessments were paid; the 1931 and part of 1932 sewer assessment was paid. There is still outstanding a total of $173.50 for the years 1932 to 1942 both inclusive, including interest to July 1st, 1942. The 1943 assessment of $12.60 is now due though not in default until March 1st, 1943.

23. During the periods from 1932 to the present date what has happened as to tax sale?

A. In 1931 the property was offered for sale for taxes by C. A. Hodges, late Treasurer of Anne Arundel County for delinquent taxes, 1938, State and County taxes. The property was sold and was purchased by us, the Anne Arundel County Sanitary Commission, but that sale was not ratified.

24. Why was it not ratified, if you know?

A. The check covering the payment of taxes was returned to the Commission.

25. Why was the check returned?

A. Because the Commission felt they could not obtain a good title through the tax sale.

26. Did the late Treasurer co-operate withe the Sanitary Commission in holding this property from the future tax sale,- upon what condition was it held out?

A. With the understanding that the suit would be entered against the property through its regular channels as is now being done, and his account would accordingly be settled.

27. You allege in the Bill of Complaint that the property is indebted unto the Sanitary Commission in the sum of $173.50 with interest computed to July 1st, 1942. Has any portion of that bill been paid to the Sanitary Commission by the heirs of Alfred Chase or his wife Sarah Chase?

A. No, it has not.

28. Does the Sanitary Commission keep a Public Lien Record among the Land Records of Anne Arundel County?

A. The Sanitary Commission keeps a record of all liens in a Lien book in the office of the Clerk of the Circuit Court, and this particular property is listed in that book.

29. State and County taxes are first liens against property?

A. That's correct.

30. How does Benefit Assessment stand in relation to the county as to lien?

A. The Assessments as levied by the Commission, are a first lien against the property, subject only to prior State and County taxes.

31. Under Section 432 of the Public Local Laws which is part of the Sanitary Law, are there any limitations to these assessments?

A. There are no limitations. Any Statute of Limitations to the contrary, notwithstanding.

32. Has the sub-District, Eastport, been classified by the Commission?

A. Yes it has.

33. What would be, briefly, the rates effecting the property of Alfred Chase and Sarah Chase?

A. The water benefit assessment against the property in question would be at the rate of ten cents per front foot, and sewer benefit assessment at the rate of eleven cents per front foot, the property having a frontage of 60 feet the yearly sewer and water charge levied is in the amount of $12.60_

34. In case of default what penalties are the Commissioners allowed to make?

A. All benefit assessments, benefit bills levied by the Commission are due and payable when rendered and in default on March 1st of the year in which rendered, after which time they bear interest at the rate of 3/4 % per month unitl paid.

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

A. I think that covers the whole thing.

William G. Diller.

Thomas W. Shives, a witness of lawful age, being first duly sworn, deposes and says: (Kindred)

1. State your name, residence and occupation?

A. Thomas W. Shives, Ferndale, Acting Chief Engineer for the Sanitary Commission of Anne Arundel County, Md.

2. How long have you been employed by the Sanitary Commission?

A. Since March, 1929.

3. How long have you been acting Chief Engineer?

A. Slightly more than two years.

4. As Acting Chief Engineer of the Sanitary Commission are you familiar with the property formerly owned by Alfred and Sarah Chase referred to by Mr. Diller in his testimony?

A. Yes I am.

5. I hand you Examiner's Exhibit B will you please state to the Court what this Exhibit is?

A. This is a copy of a Plat prepared by myself for the Sanitary Commission showing the location of Alfred Chase's property in Eastport, Md. and the sewer and warer mains of the Commission. It also shows the location of the double house, with the house numbers 422 and 424. The property is shown on First street (formerly known as 6th street) and shows a 6 inch water main installed December, 1928 and 8 inch sewer installed in May, 1930 abutting on Alfred Chase's property. The Lot number shown is 142A Block 11, it is a part of the original lot 142 as shown on the Duvall Plat of Eastport. It is located in the Eastport Sanitary District, the Plat was prepared July 16th, 1942. The property was conveyed to Alfred Chase in two parcels from L.J.M. Boyd and wife as heretofore mentioned by Mr. Diller and are shown on the Plat.

6. Have you had any conversation with the heirs of the late Alfred Chase and Sarah Chase?

A. No, I have never been in contact with any of them.

7. I would like to point out to you the frontage abutting is 60 feet, and the assessment is on that frontage, tell us what the water and what the sewer assessment?

A. The rate established in Eastport on the first-class sub-division property which is the class in which this property is, is ten cents per front foot or $6.00 annually assessment for water; the sewer assessment on the same type property is 11 cents per front foot or total of $6.60 annually for sewerage.

8. Do you know anything regarding penalties and assessments in arrears charged by the Sanitary Commission?

A. I know after any default there is a penalty charge of 3/4 of 1% per month.

To the general question under the rule the witness says:

A. Nothing more.

Thomas W. Shives

There being no other witnesses to be examined on behalf of the Plaintiffs, 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 February, 1943.

Jno. S. Strahorn, (SEAL)
Examiner.

Filed Feby. 2" 1943.

DECREE.

THIS CAUSE standing ready for hearing and having been submitted, the proceedings were read and considered.

IT IS THEREUPON, this 23rd day of February, 1943, 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, 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 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 deduction therefrom the expenses incident to said sale, including costs, attorneys fees and such commissions to the said Trustee as this Court may deed proper to allow.

Ridgely P. Melvin, C.J.

Filed Feby. 23" 1943.

Bond --Filed & Approved this 23" day of March, 1943. John H. Hopkins, 3rd., Clerk.

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY STATE OF MARYLAND

Anne Arundel County Sanitary Commission, No. 8442 Equity

a body corporate, versus

Robert Chase et al.

KNOW ALL MEN BY THESE PRESENTS: That we, Robert E. Kindred, Trustee as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of _____ 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 17th, day of March, in the year of our Lord one thousand, nine hundred and forty three

WHEREAS THE ABOVE BOUNDEN, Robert E. Kindred, Trustee 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, versus Robert Chase et al. now pending in said Court. No. 8442 Equity

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden Robert E. Kindred, Trustee do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Robert E. Kindred (SEAL)

Viola Kindred.

(CORPORATE SEAL) UNITED STATES FIDELITY AND GUARANTY COMPANY

BY Robert E. Kindred

Attorney-in-fact.

Filed March 23" 1943.

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE REPORT of Robert E. Kindred, Trustee to made sale of the real estate 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 thirty days before the sale, he did pursuant to said notice attend at the Court House door in the City of Annapolis on TUESDAY, April 13th, 1943, at 11:00 o'clock A.M. and then and there proceeded to sell said real estate mentioned as follows:

Lot No. 142A in Block 11, Plat of Eastport, duly recorded among the Land Records of Anne Arundel County, improved by a frame dwelling, known as Nos. 422 and 424 First Street, and within the Sanitary District. For basic title see Liber G. W. 35, folio 430 and Liber G. W. 35, folio 75.

HE offered said land and improvements for sale and sold same to Frankie Wilson, at and for the sum of $1050.00, she 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 14th day of April, 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 April, 1943, That the sale of the property mentioned 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 21st., 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 21st., day of May next.

The report states that the amount of sales to be $1050.00

Filed April 19" 1943. John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., May 18, 1943.

We hereby certify, that the annexed Order Nisi --Sale - was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of May, 1943. The first insertion being made the 22nd day of April, 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By Ellen Cole

ORDERED BY THE COURT, This 25 day of May, 19__ that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, C.J.

Filed May 25, 1943.

Anne Arundel County Sanitary Commission, a body corporate vs. Robert Chase, et al. — No. 8442 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, a body corporate, vs. Robert Chase, et al in ac. with Robert E. Kindred, Trustee

To Trustee for Commissions	$ 60.00	$
To Trustee for fee (Order 9/29/43)	100.00	160.00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	20.50	
Jos. H. Griscom - Sheriff's costs	5.70	
Jos. H. Griscom - Sheriff's additional costs and expenses (writ of habere facias possessionem)	37.10	
Auditor - this account	13.50	86.80

To Trustee for Expenses, viz:	$	$	
Capital-Gazette Press - order of publication	27.75		
Capital-Gazette Press - advertising sale	19.00		
Capital-Gazette Press - Order nisi on sale	5.00		
Capital-Gazette Press - " " this acct.	5.00		
Wm. B. Ellicott - auctioneer's fee	10.00		
U. S. Fidelity & Guaranty Co. -bond premium	10.00		
John S. Strahorn - examiner	8.00		
Juliet D. Strahorn - stenographer	5.00		
One-half Federal and State revenue stamps	1.58		
Viola Kindred - notary fees	1.00		
Postage - registered notices to defendants	.36		92.69
To Trustee for Taxes, viz:			
1931 State & County taxes	4.95		
1932 " " " "	10.55		
1933 " " " "	67.90		
1934 " " " "	64.30		
1939 " " " "	50.93		
1940 " " " "	50.52		
1941 " " " "	47.15		
1942 " " " "	42.79		
1943 " " " "	42.01		381.10
To Trustee for Benefit Charges, viz:			
Anne Arundel County Sanitary Commission-			
water main and sewer benefit charges as follows:			
1932	2.44		
1933	13.44		
1934	22.90		
1935	21.77		
1936	20.63		
1937	19.50		
1938	18.36		
1939	17.23		
1940	16.10		
1941	14.96		
1942	13.83		
1943	12.69		193.85
Balance for distribution to heirs at law			
of Alfred Chase	$174.61		
Distributed as follows:			
To Robert Chase, son - one-seventh	24.94		
To Rose Chase Anderson, daughter - one-seventh	24.94		
To Joseph Chase, son - one-seventh	24.94		

To Arthur Chase, son - one-seventh	$24.94	$
To Thomas Chase, son - one-seventh	24.95	
To Maggie Chase, daughter - one-seventh	24.95	
To William Chase, son - one-seventh	24.95	174.61
		$1,089,05

Cr. Apr. 13 1943	Proceeds of Sale	$1,050.00
	Refund 1943 taxes ($42.01-adj)	29.99
	Refund 1943 water and sewer benefit Charge ($12.69-adj.)	9.06
		$1,089.05

ORDER NISI.

ORDERED, This 16th., day of October, 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 17th., 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 17th., day of November next.

Filed Oct. 16" 1943. John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., November 15, 1943

We hereby certify, that the annexed Order Nisi - Equity 8442 Robert Chase was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of November, 1943. The first insertion being made the 21st day of October, 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By Blanche Bryan.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of November, 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 Nov. 19, 1943.

George H. Campbell, Trustee and others : No. 8456 Equity

vs. : In the Circuit Court for

S. F. D. Rollings and others : Anne Arundel County.

BILL OF COMPLAINT.

To the Honorable, the Judges of said Court:

The Petition of the Plaintiffs in this case, respectfully states.

1st: That heretofore the Rock Bottom Club, a body corporate, purchased from Manton Leitch and wife certain property, but as a result of some misunderstanding the title was conveyed in the name of the Herring Bay Rod and Gun Club, which Club had no existence either in fact or in law. The above mentioned deed is herewith filed and marked Exhibit "A" and is prayed to be taken as a part hereof as though fully set forth herein.

2nd: That thereafter the Rock Bottom Club attempted to refinance said property at which time they were informed that the property was held in the name of the Herring Bay Rod and Gun Club, which Club to the best of its knowledge and belief never did exist, and even if it did exist, there was never any intention to have the property conveyed to said Herring Bay Rod and Gun Club, the property having been actually purchased by the Rock Bottom Club, a body corporate.

3rd: That as a result of advice of counsel the Rock Bottom Club secured from the heirs at law of Manton Leitch a confirmatory deed setting forth the error in the deed to Herring Bay Rod and Gun Club, which deed is herewith filed and marked Exhibit "B", and is prayed to be taken as a part hereof as though fully set forth herein.

4th: That after the execution of the above mentioned confirmatory deed, the Rock Bottom Club refinanced said property by way of mortgage, which mortgage was afterwards foreclosed in Equity cause No. 8162, entitled "In the Matter of the Sale of the Mortgaged Real Estate of the Rock Bottom Club, Incorporated", and sold to George H. Campbell Trustee for Denver B. Weller, Thomas E. Jones, Henry B. Terret, Frank A. Wedderburn and George Wedderburn, deed for same being recorded in J.H.H. No. 237 folio 229, which deed is herewith filed and marked Exhibit "C", and is prayed to be taken as a part hereof as though fully set forth herein.

5th: That the Rock Bottom Club, Incorporated is no longer in existence, the only holdings that it ever held was the property mentioned in Exhibit "A" herein filed.

6th: That the Herring Bay Rod and Gun Club, to the best of your petitioners' knowledge and belief never did exist, however if it ever did exist, it existed in name only among the members and stockholders of the Rock Bottom Club, Incorporated, all of whom to the best of your petitioners knowledge and belief are made parties hereto.

7th: That George H. Campbell, Trustee, as above set forth has held the title to said property since June 6, 1941 under color of title without interference but is afraid he may be harassed and disturbed in his possession by people setting up unjust and illegal pretensions which would cause injury and loss, and that he has no adequate remedy at law. That the Plaintiffs and Defendants are the only known members of the Rock Bottom Club, Incorporated.

8th: That Delma Leitch, Virginia Leitch, Susie L. Prout and Philip Prout, her husband, John D. Leitch and Rosa Leitch, his wife, are residents of the State of Maryland.

9th: That S. F. D. Rollings, J. A. Cullen, H. L. Fordham, L. Whener, J. Harmon Graves,

L. D. Addison, Charles R. Nixon are non-residents of the State of Maryland, there last known residence was in the District of Columbia.

10th: It is not known by your petitioners whether or not all of the defendants are living or dead, and if dead whether or not they left any heirs at law.

To the end therefore,

(1) That the Court decree that the intent and purpose of the deed from Manton Leitch and Mary Leitch, his wife to the Herring Bay Rod and Gun Club, dated the 22nd day of June in the year 1922, and recorded among the land record books of Anne Arundel County in W.N.W. No. 62 folio 475, was to convey said property to the Rock Bottom Club, Incorporated.

(2) That the confirmatory deed from Mary L. Leitch, widow and others dated the 10th day of April in the year 1931 and recorded as aforesaid in F. S. R. No. 88 folio 148 conveyed all of the right, title, interest and estate in said property unto the Rock Bottom Club, Incorporated.

(3) That the deed from Eugene P. Childs, Assignee to George H. Campbell, Trustee for Denver B. Weller, Thomas E. Jones, Henry B. Terret, Frank A. Wedderburn and George Wedderburn conveyed all of the right, title, interest and estate in and to said property free, clear and discharged from any and all claims of the Herring Bay Rod and Gun Club, and the Rock Bottom Club, Incorporated, and of all other parties claiming by, through or under them in and to all of the property described in said deed.

(4) And for 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 Delma Leitch, Virginia Leitch, Susie L. Prout and Philip Prout, her husband, who live near Friendship, Anne Arundel County, Maryland, and John B. Leitch and Rosa Leitch, his wife, who live at 1673 Cliftview Avenue, Baltimore, Maryland, and the order of publication directed against F. S. D. Rlcoings, J. A. Cullen, H. L. Fordham, L. Whener, J. Harmon Graves, L. D. Addison and Charles R. Nixon, who are non-residents of the State of Maryland, and also to pass an order of publication according to law, requiring the unknown heris, if any, of any of the parties defendants in this suit, to be and appear in this Court on some certain day to be named in said order to answer the premises and abide by and perform such decree or decrees as may be passed therein.

And as in duty bound, etc.,

Eugene P. Childs

Solicitor for Plaintiffs.

Filed Dec. 10th. 1942

Campbell, Trustee

vs.

Rollins et al.

No. 8456 Equity

In the Circuit Court for

Anne Arundel County

EXHIBIT "A"

(INT. REV. STAMPS $7.50)

THIS DEED made this twenty-second day of June, in the year one thousand nine hundred and Twenty-two, by Manton Leitch and Mamie Leitch his wife, parties of the first part, of Anne Arundel County, Maryland, hereinafter called Grantors, and the Herring Bay Rod and Gun Club, of Anne Arundel County, Maryland, a corporation of the State of Maryland, parties of the second part, hereinafter called Grantees.

Witnesseth that for and in consideration of the sum of Seventy-five Hundred Dollars paid the Grantors by the Grantees the receipt of which is hereby acknowledged, the said Grantors have bargained and sold, and by these presents, do grant and convey unto the Grantees, their successors and assigns; in fee simple, all those two standing lots of ground which was conveyed to Franklin Leitch in two deeds as follows:

First: A Deed from Sever_ A. Collins and Emily James Collins his wife, dated the 25th day of May, 1887, and recorded among the Land Records of Anne Arundel County,- Liber S.H. No. 31, folio 76, which propwerty is described as follows:

Beginning at a stone at the waters edge, at northwest corner running south in a straight line to and by a Haw tree, 145 feet to a stone, said Haw tree being 112 feet from said stone, Thence east to waters-edge and then following said waters North 145 feet to a stone and then West to place of beginning. Containing one and one half acres of land more or less.

Second a lot of ground conveyed to the said Franklin Leitch by Edwin G. Crandall and Lavinia Crandall, his wife, by deed dated 17th day of June 1899, and recorded among the Land Records of Anne Arundel County, in Liber G. W. No. 13, Folio 482, and etc., and which land is described as follows:

Beginning at a post on the shore of Tracey's Creek and in the outline of the lot conveyed to Franklin Leitch by Severn A. Collins and wife, and running with said lot South 3 degrees 15 minutes East 17 perches to a fence post, thence North 86 degrees 45 minutes East 15 42/100 perches to a post on the shore of Herring Bay, thence with said shore South 3 degrees 15 minutes East 5 47/100 perches to a post thence leaving said shore and running South 86 degrees 45 minutes West 2012/100 perches to a locust post, thence North 3 degrees 15 minutes, West 22 47/100 perches to a post on said Tracy's Creek, thence with the shore of said Creek North 86 degrees 45 minutes, East 4 7/10 perches to the beginning. Containing one and one quarter acres of land more or less.

And whereas the said Franklin Leitch departed this life in April, 1910, leaving a Last Will and Testament, which Will was probated in the Orphans Court for Anne Arundel County, on the 6th day of May, 1910, and is recorded in Wills Records B.R.D. No. 1, folio 252, in which the following words occur.

"I devise to Manton Leitch the property at Town Point consisting of store, dwelling and stock of goods"

And Whereas a caveat was filed for the purpose of setting aside said Will, which was subsequentlt dismissed.

And whereas subsequent to the dismissal of the caveat hereinbefore mentioned, proceedings were instituted in the Circuit Court for Anne Arundel County, for the legal construction of said Will, and after the hearing by the said Circuit Court, affirmed the legality of said Will.

Whereupon, and appeal was taken to the Maryland Court of Appeals, which affirmed the decision of the Circuit Court for Anne Arundel County, and the several devisees and bequests were then distributed to the devisees and legatees according to the direction of said Will, and in this distribution the said Manton Leitch became seized and possessed of the property herein mentioned.

Now therefore as hereinbefore stated the said Manton Leitch and wife, grants and con-

veys the property to the Grantees their successors and assigns.

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

TO HAVE AND TO HOLD unto the said Grantee, its successor and assigns, the 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 _____ in fee simple.

And the said Manton Leitch and Mamie Leitch his wife, hereby covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of said land as may be requisite.

Witness the hands and seals of said grantors.

Test: Manton Leitch (SEAL)

Selena R. Frazier. Mary L. Leitch (SEAL)

State of Maryland, Anne Arundel County, to wit:

I Hereby certify that on this 22nd day of June, in the year one thousand nine hundred and twenty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Manton Leitch and Mamie Leitch, his wife, and each acknowledged the foregoing Deed to be their act.

(NOTARIAL SEAL) Selena R. Frazier

Notary Public

Recorded 4 November 1922, 11:15 A.M.

State of Maryland, Anne Arundel County, Set:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber W.N.W. No. 62, folio 475, 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 8th day of December, A.D. 1942.

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

Filed Dec. 10" 1942.

EXHIBIT"B"

THIS CONFIRMATORY DEED made this tenth day of April in the year of our Lord Nineteen Hundred and thirty-one, by and between Mary L. Leitch, widow, Delma Leitch, single Virginia L. Leitch, single, Susie E. Prout and Philip Prout, her husband, all of Anne Arundel County in the State of Maryland, John B. Leitch and Rose Leitch, his wife, of Baltimore City in the State of Maryland, parties of the first part and the Rock Bottom Club, Incorporated, of the State of Maryland, party of the second part.

WITNESSETH, Whereas Manton Leitch and Mary L. Leitch, his wife, conveyed unto the Herring Bay Rod and Gun Club certain property therein mentioned, said deed bearing date of June 22, 1922, and

WHEREAS, it was intended to convey said property to the Rock Bottom Club, Incorporated, the Herring Bay Rod and Gun Club not being a corporation but being only a name adopted by the members of the Rock Bottom Club, and

WHEREAS, since the date of said deed, Manton Leitch, the original owner of said property has departed this life leaving the parties hereto as his only heirs at law, And,

WHEREAS, for the purpose of correcting the mistake in the deed of June 22, 1922, and having the title to said property conveyed to the Rock Bottom Club Incorporated, as was originally intended.

NOW THEREFORE IN CONSIDERATION of the premises and of the sum of five dollars ($5.00) and other good and valuable considerations thereunto moving from the parties of the second part unto the parties of the first part, the receipt whereof is hereby acknowledged, and for the purpose of correcting the error in the deed of June 22, 1922, the said parties of the first part do bargain and sell and by these presents do grant and convey unto the said Rock Bottom Club, Incorporated, its successors and assigns forever in fee simple.

All that lot or parcel of land situated in the Eighth District of Anne Arundel County and being all those two lots of land described in a deed from Manton Leitch and wife to the Herring Bay Rod and Gun Club, dated the 22 day of June in the year 1922, and recorded in W. N. W. No. 62, folio 475 and in said deed more particularly described.

TOGETHER with the buildings and improvements thereon erected made or being, and all the rights, roads, waters, ways, privileges, and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the above described land and premises to and unto the said Rock Bottom Club, Incorporated its successors and assigns, forever in fee simple.

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 on the day and in the year first above written.

Witness as to M.L.L.	Mary L. Leitch (SEAL)
F. Wilhelmina Pettebone	Delma Leitch (SEAL)
Witness as to D.L., V.L.L., S.E.P.	Virginia L.Leitch (SEAL)
and P. P.	Susie E. Prout (SEAL)
C. F. Bowen	Philip Prout (SEAL))
Witness as to J.B.L. & R.L.	John B. Leitch (SEAL)
William N. Spear.	Rose Leitch (SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on the tenth day of April in the year 1931, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Mary L. Leitch, Widow, and she acknowledged the aforegoing deed to be her act and deed.

WITNESS my hand and seal Notarial.

(NOTARIAL SEAL)

F. Wilhelmina Pettebone
Notary Public.

STATE OF MARYLAND, CALVERT COUNTY, TO WIT:

I hereby certify that on the 13th day of April in the year 1931, before me the subscriber a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Delam Leitch, single and Virginia L. Leitch, single, and Susie E. Prout and

Philip Prout, her husband, and they each acknowledged the aforegoing deed to be their act and deed.

WITNESS my hand and seal Notarial.

(NOTARIAL SEAL) O. F. Bowen

Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I hereby certify that on this 13th day of April in the year 1931, before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John B. Leitch and Rose Leitch, his wife, and they each acknowledged the aforegoing deed to be their act and deed.

WITNESS my hand and seal Notarial.

(NOTARIAL SEAL) William N. Spear

Notary Public.

Recorded April 22, 1931, at 2 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that the aforegoing deed was truly taken and copied from Liber F.S.R. No. 88, folio 148, 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 9th day of December, A.D. 1942.

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

Filed Dec. 10" 1942.

Campbell, Trustee

vs.

Rollings et al.

No. 8456 Equity

In the Circuit Court for

Anne Arundel County.

EXHIBIT "C"

(INT. REV. STAMPS $5.50) (MD. STATE STAMPS $4.80)

THIS DEED made this 6th day of June in the year Nineteen hundred and forty-one, by Eugene P. Childs, Attorney as hereinafter mentioned, of the first part and George H. Campbell, Trustee for Denver B. Weller, Thomas E. Jones, Henry B. Terret, Frank A. Wedderburn and George Wedderburn, of the second part, Witnesseth,

Whereas by a certain Deed of Mortgage from The Rock Bottom Blub, Incorporated of Anne Arundel County, dated on the 10th day of April in the year 1931 and recorded among the land record books of Anne Arundel County in Liber F. S. R. No. 88 folio 149, power was given the said Eugene P. Childs as Attorney or Agent, in case of default in the payment of the debt and interest intended to be secured by said mortgage at the time and on the conditions limited in said mortgage, or of the failure to perform and comply with any of the covenants in said mortgage mentioned, for him the said Eugene P. Childs, as such Attorney to sell the property in said mortgage mentioned on the terms and in the manner specified therein as by reference to said mortgage will more fully appear. And

Whereas there was default in the payment of said debt and interest as well as in the keeping and performing the covenants therein by said Mortgagors to be kept and performed and the said Eugene P. Childs as such Attorney purposed to sell said mortgaged premises, and after complying with all previous requisites required by the law in such cases made and provided and

in accordance with the terms and mode prescribed by said mortgage, did on the 29th day of Paril in the year 1941, sell the property in said mortgage mentioned and hereinafter described to George H. Campbell, Trustee, at and for the sum of Four thousand eight hundred dollars ($4,800.00), which sale has been duly reported to and finally ratified by the Circuit Court for Anne Arundel for Anne Arundel County, as will appear by reference to No. 8162 Equity, "In the Matter of the Sale of the Mortgaged Real Estate of The Rock Bottom Club, Incorporated of Anne Arundel County", and said purchase money having been fully paid and satisfied the said George H. Campbell, Trustee is entitled to have a deed of said property.

Now therefor this Deed Witnesseth that for and in consideration of the premises and of the sum of Four thousand eight hundred dollars ($4,800.00) current money, the receipt whereof is hereby acknowledged, the said Eugene P. Childs, Attorney as aforesaid does grant and convey unto the said George H. Campbell, Trustee, as aforesaid his successors and assigns, all those two lots or parcels of land situate, lying and being in the 8th Election District of Anne Arundel County, and being described as follows, that is to say:

1st: Beginning at a stone at the waters edge at northwest corner running south by a strait line to and by a Haw Tree, 145 feet to a stone, said Haw tree being 112 feet from said stone, thence east to waters edge and then following said waters North 145 feet to a stone and then west to place of beginning. Containing one and one-half acres of land, more or less.

2nd: Beginning at a post on the shore of Tracys Creek and in the outline of the lot conveyed to Franklin Leitch by Severn A. Collins and wife and running with said lot South 3 degrees 15 minutes East 17 perches to a fence post, thence North 86 degrees 45 minutes East 15 42/100 perches to a post on the shore of Herring Bay, thence with said shore South 3 degrees 15 minutes East 5 47/100 perches to a post thence leaving said shore and running South 86 degrees 45 minutes West 20 12/100 perches to a locust post, thence North 3 degrees 15 minutes West 22 47/100 perches to a post on said Tracys Creek, thence with the shore of said Creek North 86 degrees 45 minutes East 4 7/10 perches to the beginning. Containing one and one-quarter acres of land, more or less.

It being the identical property which was granted and conveyed unto the said Rock Bottom Club, Incorporated of the State of Maryland, by Confirmatory Deed from Mary L. Leitch, widow, and others dated the 10th day of April in the year 1931 and recorded among the land record books of Anne Arundel County in Liber F. S. R. No. 88 folio 149.

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

To have and To hold the above described property with its appurtenances, and all the right, title, interest and estate of the parties to the aforesaid mortgage and every of them both at law and in equity, and of all parties claiming by from or under them of any or either of them, in and to the same, and every part and parcel thereof unto and to the proper use and benefit of him the said George H. Campbell, Trustee as aforesaid his successors and assigns in fee simple.

Witness the hand and seal of the above named Grantor on the day and in the year first above written.

Witness: Eugene P. Childs (SEAL)

Wilhelmina P. Hopkins Attorney

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 6th day of June in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Eugene P. Childs, Attorney and Acknowledged the aforegoing deed to be his act and deed.

Witness my hand and seal Notarial

(NOTARIAL SEAL) Wilhelmina P. Hopkins.

Notary Public

Recorded June 16, 1941 1:45 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber J.H.H. 237 folio 229, 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 8th day of December A.D. 1942.

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

Filed Dec. 10" 1942.

George H. Campbell, Trustee and others No. 8456 Equity

vs. In the Circuit Court for

S. F. D. Rollings and others. Anne Arundel County.

ORDER OF PUBLICATION.

The object of this suit is to clear the title to certain property purchased by the Rock Bottom Club, a corporation, from Manton Leitch and wife, erroneously conveyed to the Herring Bay Rod and Gun Club by deed dated the 22nd day of June in the year 1922 and recorded among the land record books of Anne Arundel County in Liber W. N. W. No. 62 folio 472.

The Bill states in effect that the Rock Bottom Club, Incorporated purchased from Manton Leitch and wife certain property, but as a result of an error, the property was conveyed unto the Herring Bay Rod and Gun Club by deed dated the 22nd day of June in the year 1922 and recorded in Liber W.N.W. No. 62 folio 475, one of the land record books of Anne Arundel County. That if the Herring Bay Rod and Gun Club ever had an existence, it existed in name only among the members of the Rock Bottom Club, Incorporated.

That the Rock Bottom Club discovered the error when it attempted to refinance the property, at which time it was advised by counsel to secure a confirmatory deed from the heirs at law of Manton Leitch, which deed was executed by said heirs at law of Manton Leitch and was dated the 10th day of April in the year 1931 and recorded as aforesaid in Liber F. S. R. No. 88 folio 148.

That after the execution of the confirmatory deed, the Rock Bottom Club, Incorporated refinanced said property, which mortgage was afterwards foreclosed in a suit entitled "In the Matter of the Sale of the Mortgaged Real Estate of The Rock Bottom Club, Incorporated", No. 8162 Equity, In the Circuit Court for Anne Arundel County, and the property was sold to George H. Campbell, Trustee for Denver B. Weller, Thomas E. Jones, Henry B. Terret, Frank A. Wedderburn and George Wedderburn, and conveyed to said Trustee by deed recorded in J.H.H. No. 237 folio 229.

That George H. Campbell, Trustee as above set forth has held title since June 6, 1941, without interference, but is afraid he may be harassed by people setting up unjust and illegal pretensions which would cause injury and loss, and he has no adequate remedy at law.

That the Plaintiffs and Defendants herein named are the only known members of the Rock Bottom Club, Incorporated.

That the Defendants, Delma Leitch, Virginia Leitch, Susie L. Prout and Philip Prout, her husband, John D. Leitch and Rosa Leitch, his wife, heirs of Manton Leitch are residents of the State of Maryland, but the Defendants S. F. D. Rollings, J. A. Cullen, H. L. Fordham, L. Whener, J. Harmon Graves, L. D. Addison, Charles R. Nixon are non-residents, their last known address being Washington, District of Columbia.

And it is not known whether or not all of the Defendants are living or dead and if dead whether they left heirs at law.

The Bill prays in effect,

(1) That the intent and purpose of the deed from Manton Leitch and wife, dated June 22, 1922 and recorded in W. N. W. No. 62 folio 475 was to convey said property to the Rock Bottom Club, Incorporated.

(2) That the confirmatory deed from Mary L. Leitch and others dated April 10, 1931 and recorded in F. S. R. No. 88 folio 148 conveyed all of the right, title, interest and estate to the Rock Bottom Club, Incorporated.

(3) That the Deed from Eugene P. Childs, Assignee to George H. Campbell, Trustee, etc., conveyed all of the right, title, interest and estate in said property free, and clear from all claims of the Herring Bay Rod and Gun Club and The Rock Bottom Club, Incorporated, and all parties claiming through them.

(4) And for other and further relief.

It is thereupon this 10th day of December in the year 1942, Ordered by the Circuit Court for Anne Arundel County, in Equity, that the Plaintiff by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County, once in each of four successive weeks before the 11th day of January 1943, giving notice to the said absent defendants and unknown heirs of the object and substance of this bill, warning them to be and appear in this Court in person or by solicitor on or before the 26th day of January next to show cause, if any, they have, why a decree ought not to be passed as prayed.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 10" 1942.

Certificate of Publication Order of Publication Annapolis, Md., January 13, 1943.

We hereby certify, that the annexed Order of Publication - no. 8456 Equity- Rock Bottom Club, Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 -L.F. successive weeks before the 26th day of January, 1943. The first insertion being made the 17th day of December, 1942.

THE CAPITAL-GAZETTE PRESS, INC.

By Anne D. Bennett.

Filed January 29" 1943.

Answer of Delma Leitch, Virginia Leitch, Susie L. Prout and husband and John D. Leitch and wife.

To the Honorable, the Judges of said Court.

The joint and several answer of Delma Leitch, Virginia Leitch, Susie L. Prout and Philip Prout, her husband, John D. Leitch and Rosa Leitch, his wife, Defendants, in the above case, respectfully states.

1st: Answering paragraph one of the Bill of Complaint, these respondents admit that their father sold the property in these proceedings mentioned to the Rock Bottom Club, Incorporated, but do not know why the deed was made to the Herring Bay Rod and Gun Club.

2nd: These respondents admit the allegations contained in paragraph two of said Bill of Complaint as the mortgage was then held by their mother, Mary L. Leitch.

3rd: These respondents admit the allegations contained in paragraph three of said Bill of Complaint.

4th: These respondents admit the allegations contained in paragraph four of said Bill of Complaint.

5th: These respondents have no knowledge of the allegations contained in paragraph five, six and seven of the Bill of Complaint.

6th: These respondents admit the allegations contained in paragraph eight of said Bill of Complaint.

7th: These respondents have no knowledge of the allegations contained in paragraph nine and ten of the Bill of Complaint.

8th: Answering further, these respondents deny that they have any known interest in the property in question and hereby consent to the passage of any decree in the matter, that to the Court may seem proper and just.

Having answered said Bill of Complaint in so far as they are advised is necessary they pray to be dismissed with proper costs.

Respectfully submitted.

Delma Leitch
Virginia Leitch
Susie L. Prout
Philip Prout
John D. Leitch
Rosa Leitch

Filed Jan. 6" 1943

Decree pro confesso and Order to take testimony.

The petition of the Plaintiffs respectfully pray,

That the Plaintiffs, George H. Campbell, Trustee, Denver B. Weller, Thomas E. Jones, Henry B. Terrett, Frank A. Wedderburn, and Geroge Wedderburn, respectfully pray a Decree pro confesso against the above named Defendants.

Eugene P. Childs,
Solicitor for Plaintiffs.

Upon the aforegoing petition this 29th day of January in the year 1943 by the Circuit Court for Anne Arundel County it is hereby adjudged, ordered and decreed that a Decree pro confesso be

entered against the following named Defendants, F. S. D. Rollings, J. A. Cullen, H. L. Fordham, L. Whener, J. Harmon Graves, L. D. Addison, and Charles R. Nixon.

Ridgely P. Melvin, C.J.

The Defendants, F. S. D. Rollings, J. A. Cullen, H. L. Fordham, L. Whener, J. Harmon Graves, L. D. Addison and Charles R. Nixon, non residents, having been duly summoned to appear to the Bill of Complaint filed against them and others, by Order of Publication, and having failed to appear.

It is thereupon, this 29th day of January in the year 1943 by the Circuit Court for Anne Arundel County, adjudged, ordered and decreed, that the plaintiffs are entitled to relief in the premises, but because it does not certainly appear to what relief the plaintiffs are entitled, it is further adjudged and ordered that leave be granted to the Plaintiffs to take testimony before any one of the standing Examiners of this Court to support the allegations of the Bill of Complaint.

Ridgely P. Melvin, C.J.

Filed Jany. 29" 1943.

TESTIMONY AND EXHIBITS ON BEHALF OF THE PLAINTIFF.

Testimony on behalf of the Plaintiff. February 10th., 1943.

PRESENT:

Mr. Eugene P. Childs, Solicitor for Plaintiffs.

Decree Pro Confesso, January 29th., 1943.

Mr. Marvin I. Anderson, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:

Thomas Elmo Jones, ---------- 2 to 4

Denver B. Weller, ---------- 5 to 6

Frank A. Wedderburn, ---------- 7 to 8

Thomas Elmo Jones, a witness of lawful age, produced on behalf of the Plaintiff, being first duly sworn, deposes and says:-

(Childs).

1. State your name, please?

A. Thomas Elmo Jones.

2. Where do you live and what is your position?

A. Secretary of the State of Maryland, I live in Prince George County.

3. Were you at any time a member of a corporation under the name of Rock Bottom Club, Incorporated?

A. Yes.

4. Do you know the names of the members of the Rock Bottom Club, Incorporated?

A. Yes. I know most of them.

5. Will you look at this Bill of Complaint and tell us whether all of the members, so far as you know, are named as Defendants and Plaintiffs in this Bill?

A. To the best of my knowledge they are.

6. There is a question here regarding title of the property purchased by a company by the name of Herring Bay Rod and Gun Club, do you know whether the Herring Bay Rod and Gun Club actually had an existence?

A. To the best of my knowledge and belief there was never such a Club, it was only a mis-nomer amongst the members of the Rock Bottom Club.

7. Actually who bought that property?

A. It was purchased by the Rock Bottom Club, Incorporated.

8. And the Rock Bottom Club actually occupied and used the property?

A. They did.

9. Has there, to the best of your knowledge and belief, ever been any demand regarding the property from any one, or any member of the so-called Herring Bay Rod and Gun Club?

A. No.

10. Then as I understand it, this property was actually bought from Manton Leitch and paid for by the members of the Rock Bottom Club, Inc._

A. That's exactly right.

11. After it was revealed that the title to this property had been conveyed to the Herring Bay Rod and Gun Club instead of the Rock bottom Club, what steps, if any, were taken to correct that?

A. Mr. Leitch, after finding there was a mistake in the deed, confirmed the sale by a later deed to the Rock Bottom Club, Incorporated., I am advised this is so stated in the deed.

12. Was Mr. Leitch the original grantor living at the time of the confirmatory deed being executed?

A. The deed indicates he was not.

13. I hand you the Confirmatory deed from the heirs of Manton Leitch can you identify that?

A. Yes.

14. This is the Confirmatory deed, and that was signed by the heirs of manton Leitch?

A. Yes.

----Offered in evidence and filed,

Deed from Manton Leitch to Herring Bay Rod and Gun Club,

June 22n_, 1922, filed as Exam. Exh. No. 1

Confirmatory deed April 10th, 1931, from heirs of Manton Leitch, filed as Exam.Exh.No.2

Deed from Eugene P. Childs, Atty. to George H. Campbell, Trustee,

June 6th, 1941, filed as Exh. Exam. No. 3.

15. After you obtained this Confirmatory Deed, did you re-finance your property?

A. Yes, it was re-financed.

16. What became of the property after that?

A. The property was later sold under foreclosure proceedings.

17. Who purchased the property at that time?

A. The property was purchased by myself, Thomas Elmo Jones, Frank Wedderburn, D. B. Weller, George Wedderburn, H. B. Terrett, with George H. Campbell as Trustee for the group.

18. Have you, as a member of the Rock Bottom Club, and also as purchaser at the foreclosure sale been disturbed at any time by any one regarding possession of this property?

A. No. No one else has claimed the property since we had it.

19. Will you state whether you know all the parties in that case are living or dead?

A. No, I do not know.

20. If they are dead you do not know whether they left any heirs?

A. No, I do not know.

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

A. No, I know nothing else.

Thomas Elmo Jones

Denver B. Wellor, a witness of lawful age, being first duly sworn, deposes and says:- (Childs).

1. State your name and address?

A. Denver B. Wellor, Washington, D.C.

2. Were you ever a member of the Rock Bottom Club, Incorporated?

A. Yes, one of the charter members.

3. Will you please look at this Bill of Complaint and tell me, to the best of your knowledge and belief, whether all of the parties connected with the Rock Bottom Club, Incorporated, were made parties to that proceeding?

A. I think so.

4. Do you know whether all of the parties, defendants, are living or dead?

A. Some of them are deceased.

5. Do you know whether or not they left any heirs?

A. I could not tell you that.

6. Do you know anything about Herring Bay Rod and Gun Club?

A. That was only a tentative name for Rock Bottom Club until such time as it was incorporated.

7. Who did actually buy the property?

A. The Rock Bottom Club, Incorporated.

8. They put up the money for the purchase of the property?

A. Yes.

9. Has the Rock Bottom Club, incorporated, or the recent purchasers at foreclosure sale ever been disturbed in its, or their possession of the property?

A. No claim by any one has ever been made.

10. Not by any one?

A. No one.

11. It was the understanding and purpose when you purchased this property to purchase it in the name of the Rock Bottom Club?

A. Yes, that's right.

12. Are all the parties to this proceeding adults?

A. Yes.

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

A. I don't think so.

Denver B. Weller

Frank A. Wedderburn, a witness of lawful age, being first duly sworn, deposes and says: (Childs)

1. State your name, please?

A. Frank A. Wedderburn.

2. Were you a member of the Rock Bottom Club, Incorporated?

A. Yes, I was.

3. Will you please look at this Bill of Complaint and tell us, to the best of your knowledge and belief, whether all the members of that Club were made parties to this proceeding?

A. Yes.

4. Do you know whether they are all living or dead?

A. I am under the impression that some of them are dead.

5. Do you know whether or not those who died left heirs?

A. I do not know.

6. Who was the Herring Bay Rod and Gun Club?

A. It was just a club name we called it. A number of gentlemen combined together to buy a fishing place, we intended to incorporate it just after we found a place, and did incorporate it, found the place of Mr. Leitch.

7. Before you were incorporated you spoke of yourselves as the Herring Bay Rod and Gun Club?

A. Yes.

8. Afterwards you were incorporated under the name of the Rock Bottom Club?

A. Yes.

9. Who actually bought the property from Mr. Manton Leitch?

A. The Rock Bottom Club, incorporated.

10. They paid for the property?

A. Yes, they paid for it, the ones who purchased it.

11. To the best of your knowledge and belief has there ever been any interference by any one of the possession of this property by the Rock Bottom Club?

A. Not since I have been a member and I was a charter member?

12. And no one has interfered with the ownership of George H. Campbell, Trustee?

A. No one that I know of.

13. When this property was purchased it was the intent and purpose to purchase the property in the name of Rock Bottom Club?

A. Yes.

14. The Rock Bottom Club had full intention of taking the property over?

A. Yes.

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

A. No.

Frank A. Wedderburn

There being no other witnesses to be examined on behalf of the Plaintiffs, 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 24th day of February, 1943.

Marvin I. Anderson (SEAL)

Examiner.

Filed Feby. 24" 1943.

DECREE

This cause having been submitted for decree by the plaintiffs, and it appearing that the resident defendants answered the Bill of Complaint and admitted the facts set forth in the Bill of Complaint to be true, and the non-resident defendants were properly summoned by Order of

Publication, and having failed to appear and answer, a decree pro confesso was taken against them, it also appearing that the Herring Bay Rod and Gun Club has no existence except as a name used by the members of the Rock Bottom Club, Incorporated, the proceedings having been read and considered.

It is thereupon this 8th day of March in the year 1943, adjudged, ordered and decreed that the deed from Manton Leitch and wife to the Herring Bay Rod and Gun Club dated the 22nd day of June in the year 1922 and recorded in W. N. W. No. 62 folio 475 actually was intended to convey the property therein mentioned to the Rock Bottom Club, Incorporated, and the confirmatory deed from Mary L. Leitch and others to the Rock Bottom Club, Incorporated, dated the 10th day of April 1931 and recorded in F. S. R. No. 88 folio 148, did actually convey all of the right, title, interest and estate of all parties in and to the property therein mentioned to the Rock Bottom Club, Incorporated.

It is further adjudged, ordered and decreed that the mortgage from the Rock Bottom Club to Leitch and others which was foreclosed in No. 8162 Equity, entitled "In the Matter of the Sale of the Mortgaged Real Estate of the Rock Bottom Club, Incorporated" was a good and sufficient mortgage and the deed from Eugene P. Childs, Assignee, in said foreclosure proceedings dated the 6th day of June 1941 and recorded in J.H.H. No. 237 folio 229 to George H. Campbell, Trustee conveyed all of the right, title, interest and estate of the heirs at law of Manton Leitch, the Herring Bay Rod and Gun Club and the Rock Bottom Club, Incorporated in and to said property, subject however to any valid defects in said foreclosure proceedings, and subject to all valid money liens of record against said property.

It is further ordered that the plaintiffs pay the cost of this proceedings.

James Clark

Associate Judge.

Filed March 8" 1943.

Carroll J. Herpel, by Charles W. Herpel, Sr: his father and next friend (Fourth Street, Green Haven, Pasadena, Maryland)	:	No. 8482 Equity In the Circuit Court for Anne Arundel County.
vs.	:	
Norma Coghill Herpel (Greenland Beach, Curtis Bay, Maryland)	:	

BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR orator, complaining, says:

FIRST: That on the 14th day of August, 1942, your orator and the respondent, NORMA COGHILL HERPEL, were married by a Minister of the Gospel at Pasadena, Anne Arundel County, Maryland.

SECOND: That he is an infant under the age of twenty-one, to wit, eighteen years of age, and that this suit is brought by his father and next friend.

THIRD: That your orator and the respondent, after the performance of said marriage ceremony, lived together until the 16th day of August, 1942, at which time the respondent packed her clothing and returned to the home of her parents. He further alleges that their

marriage was never consummated by cohabitation.

FOURTH: That upon investigation as to the reasons for his wife's conduct, he discovered that she was then, in truth, just fifteen years of age, as will appear from the attached copy of her birth certificate, which is attached hereto and made a part hereof, when, as a matter of fact, she had alleged to the Clerk of the Circuit Court for Anne Arundel County at the time of their application for a marriage license, that she was eighteen years of age.

FIFTH: That your orator was advised that under the circumstances, the marriage ceremony performed was invalid and illegal and subject to be annulled by decree of this Honorable Court wherefore, your orator and his wife never entered into a marital relationship and have ever since lived separate and apart.

TO THE END, THEREFORE:

(1) THAT this Honorable Court may inquire into, hear and determine the validity of said marriage and may declare the same contrary to the statutes of Maryland in such cases made and provided.

(2) THAT the said marriage may be declared null and void to all intents and purposes whatsoever.

(3) THAT the said CARROLL J. HERPEL may have such other and further relief as his case may require.

MAY IT PLEASE YOUR HONORS to grant unto your orator the writ of subpoena directed to the said NORMA COGHILL HERPEL, infant, commanding her to be and appear in this court in person or by solicitor on some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman

Solicitor for Complainant.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16th day of February, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared CARROLL J. HERPEL 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 his knowledge and belief.

(NOTARIAL SEAL)

Grace E. Roth

Notary Public

Filed Feby. 16" 1943.

9855 CERTIFICATE OF LIVE BIRTH Feb. 11, 1943

Place of Birth 2027 Ridgwood Avenue : Usual residence of Mother:2027 Ridgwood Ave. Balto.Md.

Full name of child Norma Hazel Coghill : Date of Birth Sept. 27, 1926 Hour of birth 2.45 A.M.

Sex Female :

FATHER OF CHILD : MOTHER OF CHILD

Full Name Edgar Coghill : Full Maiden Name Fannie Kraft

Color or race white Age at time of this : Color or race white. Age at time of this birth

birth 44yrs. : 31 yrs.

Birthplace Baltimore : Birthplace Baltimore

Usual occupation Shoemaker : Usual occupation housewife

Date rec'd by local registrar Sept. 30,1926 : (Signed) E. A. Smith M.D.
Signed C. Hampson Jones Registrar Physician (or midwife) who attended this birth
1605 W. North Ave. (Midwife)

Issued by Huntington Williams, M.D. Registrar of Vital statistics. Per Bbdle

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE answer of NORMA COGHILL HERPEL, the infant respondent named in the bill of complaint in this court against her exhibited, by NOAH A. HILLMAN, duly appointed substitute guardian ad litem, respectfully represents unto Your Honors:

THAT this respondent, being an infant under the age of 21 years, cannot admit nor deny the allegations set up in said bill of complaint and, therefore, submits her rights to the protection of this Honorable Court.

AND AS IN DUTY BOUND, ETC.

Noah A. Hillman

Substitute guardian ad litem

Filed May 5th. 1943.

DECREE OF ANNULMENT

THIS CAUSE, standing ready for hearing and being submitted by the complainant, the proceedings were read and considered by the Court.

IT IS THEREUPON, this 31st day of July, 1943, by the Circuit Court for Anne Arundel County in Equity and by the authority thereof adjudged, ordered and decreed that the marriage mentioned in these proceedings between Carroll J. Herpel and Norma Coghill Herpel as having been solemnized between said complainant and said respondent on the 14th day of August, 1942, is hereby annulled and declared to be utterly null and void to all intents and purposes whatsoever; and the said Carroll J. Herpel, complainant, is hereby declared to be, so far as the said marriage ceremony of August 14, 1942, is concerned, a single man.

AND it is further adjudged, ordered and decreed that the complainant pay the costs of these proceedings.

Ridgely P. Melvin C.J.

Filed Aug. 10" 1943.

In the Matter of the Sale of the Mort- :
gaged Real Estate of Thomas Glowacki et al :

No. 8496 Equity
In the Circuit Court for
Anne Arundel County

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket suit in the above entitled cause, file mortgage and assignment as Exhibits "A" and "B", and enter appearance of Joseph Patti, Jr. and Marvin I. Anderson as Solicitors for Assignee.

Joseph Patti, Jr.

Marvin I. Anderson

Solicitors for Assignee

Filed March 27" 1943.

MARYLAND AMORTIZATION MORTGAGE

(MD. STATE STAMPS $1.40)

THIS MORTGAGE, made this TWENTY FIRST day of JUNE in the year nineteen hundred and

THIRTY SEVEN, by and between JOSEPH GLOWACKI and MARY GLOWACKI, his wife; BERNARD GLOWACKI, unmarried; ADAM GLOWACKI and JENNIE GLOWACKI, his wife; MARTIN GLOWACKI, unmarried; THOMAS GLOWACKI, a widower; EVA GLOWACKI SEIBEL, and ANDREW J. GLOWACKI, also known as ANTHONY GLOWACKI of the County of ANNE ARUNDEL, State of Maryland, hereinafter called "Mortgagor" (and the pronouns "he", "his", "him" hereinafter used in reference to said term "Mortgagor", shall be considered as referring to both sexes and to all parties, whether one or more, embraced in said term), party of the first part, and the Land Bank Commissioner, whose address is the City of Baltimore, State of Maryland, acting pursuant to Part 3 of the Act of Congress of the United States of America, known as the "Emergency Farm Mortgage Act of 1933", and amendments thereto, hereinafter called "Commissioner", party of the second part,

WITNESSETH: THAT WHEREAS, said Mortgagor is justly indebted to said Commissioner in the principal sum of $1400.00, this day lent said Mortgagor by said Commissioner;

AND WHEREAS, said Mortgagor has executed and delivered to said Commissioner his promissory note, dated June 21, 1937, for said principal sum of $1400.00, with interest on said principal sum, or unpaid balance thereof, at the rate of five per centum per annum, payable semi-annually on the SIXTEENTH day of FEBRUARY and AUGUST in each year, said principal sum being payable on an amortization plan and in NINETEEN equal successive semi-annual instalments of $70.00 each, the first such instalment being payable on the SIXTEENTH day of FEBRUARY, 1941, and the remaining instalments being payable on each succeeding interest payment date and a final instalment of $70.00 payable on the SIXTEENTH day of AUGUST, 1950, unless the debt be sooner paid or matured; and the better to secure the payment of said principal sum and interest in the manner and at the time above set out, this mortgage is executed and delivered;

NOW THEREFORE, in consideration of the premises and of $1.00, said Mortgagor hereby grants and conveys unto said Commissioner, his successors and assigns,

ALL THOSE FIVE certain tracts or parcels of land situate, lying and being in the Fifth Election District, Anne Arundel County, State of Maryland, and aggregating 131 acres, 65 perches, more or less, and more particularly described in a mortgage from Joseph Glowacki and others to The Federal Land Bank of Baltimore, which mortgage is dated June 21, 1937, and recorded immediately prior hereto among the records of said county, and which description therein mentioned is hereby referred to and made a part hereof as though textually incorporated herein.

TRACTS 1, 11, 111 and 1V being the same land that was conveyed by Sylvia Gregorius, unmarried, to Thomas Glowacki and Katherine Glowacki, his wife, for life, with remainder in fee simple to Adam Glowacki and Martin Glowacki, by deed dated May 26, 1930 and recorded among the Land Records of said County in Liber F. S. R. 68, folio 332, subsequently the said Katherine Glowacki died to wit: on October 18, 1935, thereby vesting fee simple title in the said Thomas Glowacki, Adam Glowacki and Martin Glowacki,

TRACT V: Being the same land that was conveyed by Sylvia Gregorius, unmarried, to Thomas Glowacki and Katherine Glowacki, his wife, for life, with remainder in fee simple to Joseph Glowacki and Bennard Glowacki, by deed dated May 26, 1930 and recorded among the Land Records of said County in Liber F. S. R. 68, folio 334; subsequently the said Katherine Glowacki died as stated above, thereby vesting fee simple title in the said Thomas Glowacki, Joseph Glowacki and Bennard Glowacki.

The said Eva Glowacki Seibel formerly Eva Glowacki, and Anthony Glowacki, join in the

execution of this mortgage for the express purpose of releasing unto the said Land Bank Commissioner, his successors and assigns, the charges of $700 and $50, respectively, retained in their favor in the deed from the said Sylvia Gregorius, unmarried, to the said Thomas Glowacki, Katherine Glowacki, Adam Glowacki, and Martin Glowacki, dated May 26,1930,referred to above, in so far as this mortgage is concerned.

The said Eva Glowacki Seibel and Anthony Glowacki also join in the execution of this mortgage and the note herein described for the purpose of binding themselves, their heirs, personal representatives and assigns upon all the terms, covenants and conditions herein and therein set forth, and especially to better secure the repayment of the aforesaid principal indebtedness together with interest thereon at the times and in the manner set forth, waiving notice of all or any extensions of the time or times for the payment of said instalments of principal and/or interest during the continuance of this mortgage or any renewals thereof.

Together with the buildings and improvements thereon and all the rights, privileges and appurtenances thereto belonging or in any way appertaining.

This mortgage is subject to all conveyances and reservations of sub-surface rights and all easements of record affecting the above conveyed property.

PROVIDED, that if said Mortgagor, his heirs, personal representatives and assigns shall well and truly pay or cause to be paid said principal sum and all interest thereon at the times and in the manner herein set out and shall perform all the covenants herein set out, then this mortgage shall be void, otherwise it is to remain in full force and effect; and it is hereby provided that the Mortgagor may at any time have the privilege of paying one or more instalments of principal of the aforesaid debt, or the entire unpaid balance of said principal sum, but any such payments on principal, in addition to those contracted to be made under the terms of the note hereby secured, shall operate to discharge the debt evidenced thereby at an earlier date and shall not reduce the amount or defer the due date of any instalment of principal provided for by the terms of said note.

This mortgage is made to said Commissioner under the provisions of Part 3 of an Act of Congress of the United States of America, entitled the "Emergency Farm Mortgage Act of 1933" and is to be in all respects subject to and governed by the terms and provisions of said Part 3 of said Act and any amendments thereto.

This mortgage is subject to a prior mortgage dated the 21st day of June, 1937, in favor of The Federal Land Bank of Baltimore and recorded among the Land Records of Anne Arundel County, Maryland, in Liber __ No. ___ Folio ___, which is a lien on the property hereby conveyed.

Said Mortgagor hereby covenants that he will warrant generally the property hereby conveyed; that he is seised thereof in fee simple and has a right to convey the same; that he has done no act to encumber the same, except as hereinbefore set out; that he ---------- will execute such further assurances thereof as may be requisite; that he will pay or cause to be paid said principal sum of the debt hereby secured and all accrued interest thereon at the time and/or times and in the manner provided for by this mortgage and the note secured hereby; that so long as the debt hereby secured, or any portion thereof, remains unpaid, he will pay when due all taxes, levies, assessments or charges now or hereafter levied or assessed upon the property hereby conveyed, and he will pay when due all judgments and amounts, both as to principal and interest, constituting or secured by lien or mortgage upon said premises prior to this mortgage, and will exhibit to the said Commissioner receipts

or certified copies of such receipts evidencing payment of such taxes, levies, assessments, or charges, and payment on account of such judgments or amounts secured by lien or mortgage upon said premises prior to this mortgage; that he will keep all buildings and improvements now, or hereafter located on the premises hereby conveyed in good repair; that he will not permit said buildings to become vacant or unoccupied; that he will maintain and work the premises hereby granted in good and husbandlike manner; that he will not remove or demolish, or permit to be removed or demolished, any of said buildings or improvements; that he will not cut or remove, or permit to be cut or removed any wood or timber from said premises except for domestic use without first obtaining the written consent of said Commissioner thereto; that he will not do or permit to be done any act in respect to said property which will reduce or impair the value of the same as security for this loan, nor will he by neglect permit any unreasonable depreciation in value of said property or the buildings thereon; that he will, during the life of this mortgage, keep insured any or all buildings now or hereafter located on said premises against loss or damage by fire, lightning, or windstorm in such amount or amounts as shall from time to time be required by said Commissioner, and with such insurer as shall be satisfactory to said Commissioner, and will cause to be attached to or endorsed on such policy, or policies, of insurance a New York standard mortgagee clause providing that loss, if any, be payable to said Commissioner as his interest under this mortgage may appear at time of loss and that he will deliver, or cause to be delivered to said Commissioner such policy, or policies, and will pay promptly when due all premiums or assessments under such policy, or policies, and that any sum or sums paid to said Commissioner under the provisions of such policy or policies may be applied, at the option of said Commissioner to the discharge of any portion of the indebtedness secured hereby, whether or not the same be due and payable, or to the reconstruction of the building, or buildings, so destroyed or damaged, under such terms and conditions as said Commissioner may prescribe for that purpose; that upon the failure or refusal of said Mortgagor to pay when due any taxes, levies, assessments,or charges or to pay when due judgments or liens, both as to principal and interest, constituting a lien upon said premises prior to this mortgage, or to effect or maintain such insurance as is required by said Commissioner, said Commissioner may pay such taxes, levies, assessment, judgments or other amounts and/or may effect and/or maintain such insurance and pay the premiums or assessments therefor; and the amounts so paid by the said Commissioner shall be and become a part of the debt secured hereby, payable immediately by the said Mortgagor and shall bear interest at the rate of five per centum per annum until paid, but the said Commissioner shall be under no obligation or duty to pay such taxes, levies, assessments, judgments or other amounts or to effect and/or maintain such insurance; that the representations made to said Commissioner by said Mortgagor in his application for this loan, as to the purpose or purposes for which the money lent on the security of this mortgage was borrowed, are true, and that he will apply the money so secured to such purpose or purposes; that all checks or drafts delivered to the said Commissioner for the purpose of paying any sum or sums hereby secured will be paid upon presentment, and that all agencies used in making collections thereof, including those agencies transmitting the proceeds of such items to the said Commissioner, shall be considered agents of the Mortgagor; that if he is now or shall hereafter at any time become entitled to the rents, profits, royalties or revenues from any option, lease, right or privilege for any coal, oil, gas, or other mineral or other sub-surface or surface rights or for any

right or privilege other than for agricultural purposes in any way affecting or appertaining to the property hereby conveyed, whether such option, lease, right, or privilege be at present or later granted, operated, or exercised, he will pay to, or cause to be paid to, and he hereby assigns to said Commissioner all such rents, profits, royalties and revenues, and such sum or sums, when received by said Commissioner in an amount sufficient to cover any full instalment payment, shall be applied by said Commissioner to the retirement of such instalment payment in the same manner and with the same effect as if the payment had been made by the Mortgagor in the case of anticipated payments above provided for, and that he will not grant any option, lease, right or privilege for any coal, oil, gas, or other mineral, or other sub-surface or surface rights, or for any right or privilege other than for agricultural purposes in any way affecting or appertaining to the property hereby conveyed without having first obtained in writing the consent thereto of said Commissioner; that he will not alien by deed, mortgage, or otherwise the property hereby conveyed without first having notified said Commissioner in writing and received his written consent thereto; that if in the opinion of said Commissioner this mortgage has not been so executed and recorded as to constitute a valid lien on the property hereby conveyed, said Mortgagor will immediately, and at his own expense, have the same re-executed and re-recorded to the satisfaction of said Commissioner and, upon his failure so to do, said Commissioner may have the same done and any expense so incurred shall become a part of the debt hereby secured and be due immediately upon payment by said Commissioner, with interest from the date of payment.

It is further covenanted and agreed between the parties hereto that, so long as there is no default on the part of said Mortgagor in any of the terms, conditions, or covenants of this mortgage and the note secured hereby, said Mortgagor shall have the right to the possession and enjoyment of the property hereby conveyed but, that should the Mortgagor, his heirs, personal representatives and assigns default in the payment of the whole debt hereby secured, or any part thereof, as the same shall become due and payable, or in the event of the breach of any of the terms and conditions of the note evidencing said debt, or of the covenants hereby entered into or imposed upon said Mortgagor, or in the event of default in the performance of any of the terms, provisions, covenants, or agreements contained in any prior mortgage, deed of trust, or other lien that may be a superior lien on the real property hereby conveyed, the entire debt secured by this mortgage shall, at the option of said Commissioner, his successors, or assigns, become forthwith due and payable and it shall be lawful for said Commissioner, his successors, or assigns, after the exercise of such option, to sell for cash the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the mortgage debt and interest and all costs incurred in making such sale, including a collection, or attorney's fee of five per centum of the face of the note hereby secured, and to convey said property to the purchaser, his heirs,or assigns; which sale shall be advertised by publication of the time, place, manner and terms thereof for twenty days in some newspaper published in the County wherein said land, or a part thereof, lies, or if there be no such newspaper published in said county, then in some newspaper having circulation in such county and by such other advertisement, if any, as the person making the sale may deem expedient; and that the proceeds arising from such sale shall be applied,first to the payment of all costs and expenses incident to the sale, including a commission to the person making the sale of five per centum of the purchase price; second, to the balance of

principal and interest unpaid on the mortgage debt and also said collection or attorney's fee of five per centum of the face of said note and the balance, if any, shall go to the Mortgagor, his personal representatives, or assigns, or to whoever may be entitled thereto; or the said Commissioner, his successors, or assigns may apply to a court of competent jurisdiction for the appointment of a receiver for the property hereby conveyed to take charge of, manage, and/or rent said property under order of the court; or, without notice or without regard to the adequacy of any security for such debt, the said Commissioner, his successors, or assigns, or his or their agents or servants may forthwith enter upon and take possession of the property and operate and manage and/or let or lease the same and collect and receive all the rents, issues and profits thereof and therefrom, due or to become due, and after deducting all necessary charges and expenses incident to the operation and management of said property, or premises, during the time that said Commissioner shall have possession of the same, apply the balance thereof as a credit on account of the debt hereby secured, and it is covenanted and agreed between the parties hereto that said Commissioner, his successors, or assigns may make any reasonable and proper advances for the operation, maintenance and management of the premises and property hereby conveyed, and any sum, or sums, so advanced shall become part of the debt hereby secured to be paid and due immediately, and the aforesaid rents, issues and profits are hereby assigned to said Commissioner, his successors, or assigns, as further security for the payment of any indebtedness secured to be paid under this mortgage.

Said Mortgagor further covenants that if, after such election by the Commissioner to call said loan and declare the whole mortgage debt due, arrangement satisfactory to said Commissioner is made whereby the contract evidenced by this mortgage and the note which it secures is reinstated, he will as a condition precedent to such reinstatement pay the sum or sums agreed on under such arrangement and all costs and other expenses which up to the date of such reinstatement have been or will be incurred; that in case this mortgage contract is so reinstated the entire contract as evidenced by this mortgage and said note shall be accepted and regarded by all parties as being and remaining in full force and effect just as if there had been no such default on the part of the Mortgagor and no exercise of such election on the part of the Commissioner; and that if after the exercise by said Commissioner of such election and before sale, the Mortgagor should tender the principal and interest then unpaid on said mortgage debt, the Commissioner shall not be required to accept the same, unless and until with such principal and interest there is also paid all such costs and other expenses as may have then been incurred or contracted for, including the collection or attorney's fee above provided for, and also a fee of $50.00 to compensate the person designated to make sale for his services in the premises, but such sale may be proceeded with on the advertisement, if any, already begun and the foreclosure completed, and that in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon and not severed from the land at the time the Commissioner makes his election to call the loan as above provided shall pass with the said mortgaged property to the purchaser at any such sale.

Witness the following signatures and seals.

Witness:

Thomas X Glowacki (SEAL)
his mark

Joseph Glowacki (SEAL)

Mary Glowacki (SEAL)

Eva Glowacki Seibel (SEAL)
Andrew J. Glowacki (SEAL)
Anthony Glowacki (SEAL)
Benard Glowacki (SEAL)
Adam Glowacki (SEAL)
Jennie Glowacki (SEAL)
Martin Glowacki (SEAL)

Witness to mark of Thomas Glowacki:
(24 Church Circle,Annapolis, Md.)→ J. Oliver Clark (SEAL)
Laura R. Jickling (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 31st day of July, in the year one thousand nine hundred and THIRTY SEVEN, before me, the subscriber, a notary public of the State of Maryland, in and for the county aforesaid, personally appeared JOSEPH GLOWACKI and MARY GLOWACKI, his wife; BENNARD GLOWACKI, unmarried; ADAM GLOWACKI and JENNIE GLOWACKI, his wife; MARTIN GLOWACKI, unmarried; THOMAS GLOWACKI, a widower; EVA GLOWACKI SEIBEL and ANDREW J.GLOWACKI, also known as ANTHONY GLOWACKI, and acknowledged the foregoing mortgage to be their act; and at the same time appeared RIDGELY P. MELVIN and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of the within named mortgagee to make this affidavit.

AS WITNESS MY HAND AND NOTARIAL SEAL the day and year last above written.

(NOTARIAL SEAL) Laura R. Jickling
Notary Public

My commission expires May 1, 1937

Exh. B.- The Federal Farm Mortgage Corporation, holder of the within and aforegoing mortgage under and by virtue of the terms and conditions of an Act of Congress of the United States of America, known as the "Emergency Farm Mortgage Act of 1933" as amended, (U.S.C. Title 12, Sections 1016-1019) hereby assigns the said mortgage to Marvin I. Anderson, Assignee for the purpose of foreclosure and collection.

IN WITNESS WHEREOF, said the Federal Farm Mortgage Corporation has caused these presents to be executed on its behalf by Luther E. Rogers, its Vice-President, and its corporate seal to be hereto affixed and attested by L. R. Ritchie, its Assistant Secretary, this 9th day of January, 1943.

Attest: (CORPORATE SEAL) FEDERAL FARM MORTGAGE CORPORATION
L. R. Ritchie BY: Luther E. Rogers
Assistant Secretary Vice President

Received for Record 27 day of March, 1943, at 10:30 o'clock A.M. and the same day recorded in Liber J.H.H. No. 168, Fol. 220, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Filed March 27" 1943.

Bond --Filed & Approved this 29" day of March 1943. 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 29th day of March, in the year of our Lord 1943

WHEREAS, the above bounden Marvin I. Anderson, Assignee by virtue of the power contained in an assignment of a mortgage from Joseph Glowacki, et al to FEDERAL LAND BANK COMMISSIONER bearing date the 21st day of June, 1937 and recorded among the mortgage records of Anne Arundel County in Liber J H H No. 168 Folio 220 and by power vested in him by said assignment 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
in the Presence of (CORPORATE SEAL)
Virginia Russell
As to Surety Virginia Russell

Marvin I. Anderson (SEAL)
NATIONAL SURETY CORPORATION
By Marvin I. Anderson
Attorney in fact.

Filed March 29" 1943

PETITION TO TAKE TESTIMONY AND TO SECURE APPROVAL TO EXERCISE POWER OF SALE AND ORDER OF COURT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Marvin I. Anderson, assignee of the Federal Farm Mortgage Corporation, respectfully shows unto your honor as follows:

First.-That on the 21st day of June, 1937, Joseph Glowacki and Mary Glowacki, his wife, Bennard Glowacki, unmarried; Adam Glowacki and Jennie Glowacki, his wife; Martin Glowacki, unmarried; Thomas Glowacki, a widower; Eva Glowacki Seibel, and Andrew J. Glowacki, also known as Anthony Glowacki, executed and delivered to the Land Bank Commissioner a mortgage on five certain tracts or parcels of land situate, lying and being in the Fifth Election District, Anne Arundel County, State of Maryland, containing in the aggregate 131 acres, 65 perches, more or less, to secure the repayment of the sum of Fourteen Hundred Dollars ($1400.00) and the interest to accrue thereon, which mortgage is recorded among the land records of said county in Liber F. A. M. 168, Folio 214, and constitutes a second lien on the land therein described, as the said lands are subject to a first mortgage given by the same mortgagors to The Federal Land Bank of Baltimore to secure the sum of Thirty-seven Hundred/Dollars ($3700.00), dated June 21, 1937, and recorded among the land records of said county in Liber F. A. M. 168, Folio 208.

Second.-That the aforesaid mortgage was executed and delivered to the Land Bank Commissioner, an official of the United States, acting pursuant to the provisions of the Emergency Farm Mortgage Act of 1933, as amended, (U.S.C. Title 12, Sections 1016-1019), and said mortgage was taken for and on behalf of the Federal Farm Mortgage Corporation pursuant to the provisions

of the Act of Congress of the United States of America, known as the "Federal Farm Mortgage Corporation Act", approved January 31, 1934 (U.S.C. Title 12, Section 1016 g).

Third.-That the said mortgage held by the Federal Farm Mortgage Corporation is in default through the failure of the mortgagors to pay the installments of principal and interest which matured on August 16, 1941, February 16, 1942, August 16, 1942 and February 16, 1943 in the total amount of Three Hundred Sixty-five Dollars and Seventy-six Cents ($365.76) plus accrued interest and through the failure of the mortgagors to pay 1942 taxes.

Fourth.-That in addition to the aforesaid delinquent installments and 1942 taxes there is an unmatured principal balance on said mortgage of One Thousand and Fifty Dollars ($1050.00) as of February 16, 1943.

Fifth.-That your petitioner has been advised that the installments of principal and interest on the Federal Land Bank mortgage which matured on August 16, 1941, February 16, 1942, August 16, 1942 and February 16, 1943 amounting to Three Hundred Sixty-four Dollars and Ninety-eight Cents ($364.98) plus accrued interest, have not been paid and in order to protect its lien the Federal land Bank paid Two Hundred Thirty-seven Dollars and Thirty-three Cents ($237.33) for 1940 taxes, Two Hundred Twenty Dollars and Ninety-five Cents ($220.95) for 1941 taxes and Twenty-nine Dollars Twenty-five Cents ($29.25) for insurance and said mortgagors have failed to pay said Bank the matured installments or reimburse it for the taxes and insurance paid; that in addition to said delinquent installments, taxes and insurance, there is an unmatured principal balance on said Federal Land Bank loan as of February 16, 1943, of Three Thousand Three Hundred Eighty-four Dollars and Eighty-three Cents ($3384.83).

Sixth.-That the Federal Farm Mortgage Corporation assigned its mortgage to your petitioner for the purpose of foreclosure and collection; that said assignment has been duly recorded; that suit has been docketed and Assignee's bond filed, thereby giving jurisdiction to this Honorable Court in the premises.

Seventh.-That Martin Glowacki, one of the mortgagors, owns a one-half interest in tracts numbers 1, 2, 3 and 4 described in said mortgage, subject to a life estate in favor of Thomas Glowacki; and said Bennard Glowacki, one of the mortgagors, owns a one-half interest in tract number 5 described in said mortgage, subject to a life estate in favor of Thomas Glowacki.

Eighth.-That your petitioner is advised that said Martin Glowacki and Bennard Glowacki are in the United States army and are therefore entitled to the benefit of the Soldiers' and Sailors' Civil Relief Act as amended, which, among other things, provides that no sale or foreclosure under a power of sale shall be valid if made after the date of enactment of said Act during the period of military service or within three months thereafter unless upon an order previously granted by the Court and a return thereto made and approved by the Court, and also provides that in any action or proceeding in which a person in military service is a party, if such party does not personally appear therein or is not represented by an authorized attorney, the Court may appoint an attorney to represent him.

Ninth.-That your petitioner is advised and therefore avers that the ability of said mortgagors to comply with the terms of said mortgage is not materially affected by reason of their military service.

Tenth.- That your petitioner is advised that said land is now and has been for the past

several years occupied solely by Thomas Glowacki, who is over 83 years of age; that the farm was not operated in 1941 or 1942; that there is no livestock or equipment on the farm; that no repairs have been made to the buildings and the same are depreciating rapidly and it is doubtful that said property will sell for a sufficient amount to pay said mortgage indebtedness.

Eleventh.- That your petitioner desires to take testimony before one of the Examiners to substantiate the facts set forth herein and to show it is imperative that your petitioner be authorized to exercise the power of sale contained in the aforesaid mortgage in order to prevent additional loss to the mortgagee.

WHEREFORE, your petitioner prays:

First,- that this Honorable Court appoint an attorney to represent the said Martin Glowacki and Bennard Glowacki.

Second,- that this Honorable Court refer this matter to an Examiner for the taking of testimony to substantiate the facts set forth above and show to this Honorable Court that said Assignee should be authorized to exercise the power of sale contained in the aforesaid mortgage.

Third,- and for such other and further relief as to your Honor in the premises may seem meet and just.

As in duty bound, etc.

Marvin I. Anderson, Petitioner.

STATE OF MARYLAND ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 29th day of March, 1943, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Marvin I. Anderson and he made oath in due form of law that the matters and facts set forth in the aforegoing petition are true to the best of his knowledge and belief.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Virginia Russell

My commission expires May 3, 1943. Notary Public

Filed March 30" 1943

ORDER OF COURT.

Upon the aforegoing petition and affidavit it is this 30th day of March, 1943 ordered by the Circuit Court for Anne Arundel County that Robert W. Ogle be and he is hereby appointed attorney to represent Martin Glowacki and Bennard Glowacki who are in the United States army.

And it is further ordered that this case be and the same is hereby referred to one of the Examiners for the taking of testimony.

Ridgely P.Melvin, Judge.

Filed March 30" 1943

In the Matter of the Sale of the Mortgaged Real Estate of Joseph Glowacki, and others. — No. 8496 Equity In the Circuit Court for Anne Arundel County.

Testimony and Exhibits on behalf of Mortgagees, April 12th, 1943.

PRESENT:-

Messrs. Patti and Anderson, Solicitors for Mortgagees.

Mr. Robert Ogle, Solicitor for Martin Glowacki and Bennard Glowacki, soldiers in the U. S. Army.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

Agreement of Counsel to waive signatures.

WITNESSES:-

Charles J. Bockler, ---------- 2 to 3 ----- 4

Joseph B. Glowacki, ---------- 5 to 7 ----- 7 to 9

Abram Gottwalls, ----------10 to 14

Herman A. Woodfield, --------- - 15 to 17

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

(Patti)

1. State your name and residence?

A. Charles J. Bockler, BelAir, Md.

2. What is your occupation?

A. An Accountant employed in the Treasurer's Department of the Federal Land Bank of Baltimore.

3. Does the Treasurer's Department of the Federal Land Bank of Baltimore maintain records and accounts of loans made both of the Federal Land Bank of Baltimore and the Land Bank Commissioner, and those loans now owned by the Federal Farm Mortgage Corporation?

A. It does.

4. Do you know whether or not the Federal Land Bank acts as Agent and Attorney in Fact for the Land Bank Commissioner and Farm Mortgage Corporation?

A. It does.

5. Are you familiar with the records pertaining to the loans made by the Bank and the Commissioner to Joseph Glowacki and others? The loans on a tract of land located in Anne Arundel County, Maryland?

A. Yes.

6. Do you know when those loans were closed?

A. June 21st, 1937, that's the date of the note.

7. Are those loans delinquent at this time?

A. Yes.

8. Will you itemize the delinquency due on the Land Bank Commissioner loan in the original amount of $1400?

A. The Land Bank Commissioner loan is delinquent four installments of interest and principal due August 16th, 1941, February 16th, 1942, August 16th, 1942 and February 1th, 1943, the four installments totalling $365.76.

9. Please itemize the delinquencies of the Federal Land Bank loan in the original amount of $3700?

A. The Federal Land Bank loan is delinquent four items of interest and principal due August 16th, 1941, February 16th, 1942, August 16th, 1942 and February 16th, 1943, totalling $364.98. In addition the Federal Land Bank has advanced for Mr. Glowacki, taxes which he was obligated to pay under the terms of the mortgage; on September 27th, 1941, the Bank advanced taxes for 1940 in the sum of $237.33; on November 24th, 1941 the Bank advanced taxes for 1941 in the amount of $220.95, taxes totalling $458.28; the Bank also advanced insurance

premiums on the buildings on this farm which were not covered by Mr. Glowack_ in a private policy, on May 26th, 1941 the Bank paid $16.53; and on December 11th, 1941 the Bank advanced premium of $10.12. These advances were subject to a credit for cancellation of policy amounting to $7.52 dated December 11th, 1941, net insurance paid totals $29.25, those are all the delinquencies on the Federal Land Bank loan.

10. Do you know whether from your records the 1942 and 1943 taxes have been paid?

A. Our records show neither has been reported paid to us.

11. What is the full amount due under the Land Bank Commissioner loan now?

A. The total debt due on the Land Bank Commissioner loan as of today is $1456.25,

12. What is the full amount due under the Federal Land Bank loan?

A. The total debt due as of today is $4,311.62.

13. What is the total amount due on both of the above mentioned loans including taxes, insurance that was advanced?

A. The total of both these loans the Land Bank Commissioner and Federal Bank is $5767.87.

14. Do your records show whether either Bernard Glowacki, known also as Bennard Glowacki, or Martin Glowacki ever made any payments on account of the above loans?

A. Not to my knowledge they don't.

15.

Cross Examination.

(Ogle)

1. Do your records show who actually got this money when the original loans were made?

A. They should show that. The Land Bank loan of $3700 was applied as follows:- Association stock, $185, title determination fee, $9.25, Bank fee $13, Association fee $27. St. Cassimir's Building and Loan Association on account of mortgage debt $3410, expenses of loan $55.75. The full amount of the Commissioner's loan was applied as follows: Commissioner fee $4, title determination fee $3.50, St. Cassimir's Building and Loan Association on account of the mortgage debt $1373, improvements $19.50

2. Who were the mortgagors of this property to St. Cassimir's Building and Loan Association?

A. According to the abstract of title Thomas G. Glowacki (Glowaski) and Katie Glowaski his wife made the mortgage of $4,000 to St. Cassimir's Building and Loan Association, incorporated, dated March 5th, 1923 recorded among the Land Records of Anne Arundel County in Liber F.S.R. Book 68 page 337. These mortgages to St. Cassimir_Building and Loan Association covered the same property which is covered by the mortgages to the Land Bank Commissioner and the Federal Land Bank. At the time the mortgages were given to St. Cassimir Building and Loan Association the property was owned by Thomas Glowacki (Glowaski) the father, and his wife. Subsequent to those mortgages this same property was conveyed to a Trustee and by the Trustee re-conveyed to the children of Thomas Glowacki, subject to the life estate of the parents.

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

A. No.

Joseph B. Glowacki, a witness of lawful age, being first duly sworn, deposes and says:-

(Patti)

1. State your name and residence?

A. Joseph B. Glowacki, Linthicum, Md.

2. Are you one of the mortgagors named in the mortgage as executed by Thomas Glowacki and

others to the Federal Land Bank of Baltimore and the Land Bank Commissioner in June, 1937 covering certain property located in the 5th Election District of Anne Arundel County containing 131 acres?

A. What I signed, if I did sign, I signed for my father, he cannot read and write, and I was running the place.

3. Is this your signature to this mortgage, marked Plaintiff's Exhibit A now offered and filed as Exams. Exh. No. 1?

A. That is my signature, we all signed this, we were the ones supposed to get this property after my father died, but far as his debts now I don't know anything about that.

4. Are you acquainted with the property covered by this mortgage?

A. Yes.

5. Is it being farmed at the present time?

A. No.

6. Was it farmed in 1942?

A. No, has not been farmed since 1940, I think that's when he had the sale.

7. What sale?

A. Father had the sale, auction sale, sold everything all his personal property.

8. You mean he also sold the farming equipment?

A. Yes, equipment, plants and everything; my brothers ran the place, the old man was too old and we were disgusted,-he sold everything.

9. What is the condition of the buildings and the property generally?

A. They are not in good condition, are pretty bad.

10. When was the last time you were on the place?

A. Not since 1938, drive along the road and see all the buildings.

11. Then you have seen it recently?

A. Yes, went through there yesterday driving by the houses are rented out, he is collecting the rents from them.

12. Are you a brother of Bernard and Martin Glowacki?

A. Yes.

13. Do you know whether your brother, Bennard is also known as Bernard?

A. Yes, that was his name, we always called him "Ben".

14. He goes by both names?

A. Yes.

15. Are they in the Military service at the present time?

A. Yes.

16. Do you know when they were inducted?

A. No, I could not even tell you that.

17. Have either Bennard or Martin, your brothers, ever made any payments on account of the above mortgages?

A. They have not, not that I know of.

18. From the conversations which you had with your brothers Bennard and Martin Glowacki from time to time are you of the opinion that if they were not in the Military service they would endeavor to make payments and prevent the property from being sold at foreclosure?

A. I cannot say that, they are in the service, I don't know what they think about it.

19. Were they interested in the property when not in the Military service?

A. Yes they were. I went to see one of them at the farm and wanted me to take it over, and I said I did not want it, if you want it you can go ahead and take it because I am not interested.

20. When was that?

A. That was when one was in the service, Martin, he was released he was 28 years old, and then they took him back.

21. If Martin was interested why was it when he was released from the Army in the latter part of September, 1941 that he did not make a payment to bring the installments up to date?

A. I don't know where going to get money back, when he came back father just went and sold the sash, plants and everything, even the furniture out of the house, he wanted the farm, and he only paid him $3 a week and board for the work he did.

22. If he was working for $3 a week and board for the work he did before he went in the Army would he have been in a better position to make payments after he got in the Army?

A. He is one of those kind he never has got enough money, he has to write for money, but the other brother saves money.

23. Were they working on the farm before they went in Military service?

A. Yes the one was, Martin, when first drafted he was on the farm and after he came out started farming that year, and that same year father sold everything off, my brother Ben was working in the Lang Pickle place, he was drafted. Father went to work and sold everything off the farm.

24. Where did Martin go to work after father had the sale?

A. He worked in the shipyard.

25. You stated before Martin was interested in the farm and later when he was released he went to work in the shipyard?

A. That's when father sold all the sash and mules and even sold the furniture the bed we slept in, they had to get out he could not farm with a grubbing hoe.

(Anderson)

26. At the time Martin was taken into the Army where was he working,-the first time?

A. He was working in the shipyard.

27. Thee he was released because he was over the age of 28 and came home for a brief period?

A. That's right.

28. Where did he go to work then?

A. He stayed off for a while and then went back to the shipyard.

29. When he was re-called to the Army where was he working at that time?

A. Working in the shipyard.

Cross Examination.

(Ogle)

1. Why did Martin go to work in the shipyard?

A. On account my father sold the stock, the sash and plants, and everything right off the place and nothing else for him to do but go to work in the shipyard.

2. That was before he first went in the Army?

A. Yes.

3. He sold everything before any of them went in the Army?

A. Yes, had to get out and go to work, nothing else for them to do.

4. Do you understand what your brothers' interest is in this property?

A. One of them came down to me, Adam, before the farm was published to be sold in the county paper, and Adam came to see me about paying that off and I said "do you want it, you can have it I don't want anything to do with it" I said "whatever I want I will get later, if anything left, if you want it continue to run it", they ran me off the place.

4. Have you discussed paying these off with Martin or Bennard?

A. No.

5. You did not get along with them?

A. No, no use getting my head shot off.

6. Do you know when Ben went in the Army?

A. I think been in a little over a year now.

7. Have you discussed it with any of them?

A. I have not discussed it with any of them except Martin and Adam.

8. What did Martin say to you, if anything?

A. Martin said "we will take care of that, you have $1800 of my father's money", and I just laughed and I said "Yes, I have $1800 judgment down stairs for that".

9. Whose judgment is that?

A. Mine, against me.

10. Whose money did you have?

A. When I was farming in 1938 I was running both farms I had to get an injunction against my father to clean the crops off so I could pay Grieves, and there was no balance.

11. You farmed your father's farm up to that point?

A. Yes.

12. Would he let you come and get the crops off?

A. No, when I had about 1100 baskets of cataloupes in the yard he told me to get off and stay off, and only way I could get them was an injunction against him, Oliver Clark was the Lawyer, -

13. You have not been on the place since?

A. No, not after I cleaned my stuff off.

Patti.

14. What is the real true reason none of you will pay the installments on these mortgages?

A. What's the use, we go together and pay off and my father collects the rents and we have no privileges on the place, if we pay it he can take it to Court and clean us up.

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

A. No.

Abram Z. Gottwalls, a witness of lawful age, being first duly sworn, deposes and says:-

(Patti)

1. State your name and position?

A. Abram Z. Gottwalls, Secretary-Treasurer of Anne Arundel County National Farm Loan Association.

2. Are you familiar with the Thomas Glowacki Farm in the 5th election district of Anne Arundel County, Maryland, containg 131 acres 65 perches?

A. I am.

3. When was the last time you saw this property?

A. I visited the property in April,- the 11th, 1943.

4. What condition did you find it it?

A. The farm is not being operated, the four tenant houses were occupied, the general condition of the farm created the impression no farming operations anticipated.

5. Do you know whether any farming operations within the past year or two?

A. I made periodical inspection of this farm since August 1941 and during that time I have not seen any crops whatsoever growing there.

6. What condition are the buildings in?

A. The main dwelling is rapidly deteriorating as shown by lack of window lights, lack of paint on the building, weeds growing up around the house and barn, one tenant house has been painted recently and three others are in need of paint badly, are bare.

7. Is there any live stock or equipment on the place?

A. During my inspection on April 11th, 1943 I was not able to find any live stock on the farm.

8. Is there any equipment on the place?

A. I saw no equipment during my recent inspection.

9. You stated you were Secretary-Treasurer of the Anne Arundel County National Farm Loan Association, what are some of your duties as Secretary-Treasurer?

A. As Secretary-Treasurer I am expected to service and collect installments of mortgages endorsed by the Anne Arundel County National Farm Association.

10, In servicing these loans what effort have you made, if any, to work out some arrangement whereby foreclosure could be averted?

A. I took this office over in July, 1941 and at that time there was a small delinquency on this loan which I believe was Insurance item. No effort was made to collect this insurance item because it was a small amount, but in August, 1941 the regular installment came due, including principal and interest, and the regular form of collection was sent to this farm and was not acknowledged. I made a visit to the farm at which time I met Mr. Thomas Glowacki and his daughter, and at that time he advised me that he did not expect to make these payments since he thought it was the boys' responsibility to operate the farm and curtail the loan. After that time I made an effort to contact the boys since they were living on the farm. Had considerable difficulty in locating the boys and my only alternative was to write, and after I had written the second time Adam, Bennard and Martin came to the office and gave me their story of the situation and stated it was impossible for them to operate the farm because of the lack of co-operation on the part of the father so they had to find outside employment. During the conference in my office in Upper Marlboro Martin advised me he would talk to his brother, Joe, and try to work out some arrangement whereby the loans could be brought to a current condition, inasmuch as they would have title to this property at the death of the father.

11. When you say he said he would speak to his brother Joe, you mean Joseph who was just on the witness stand?

A. That's right. A few days after this conference I had opportunity to talk to Joe at which time he advised me that the four boys had been unable to reach any satisfactory agreement as to the payment of these regular installments, taxes and insurance. He further stated that one of his brothers had expressed himself to the effect he would rather see it go through foreclosure than sign off his interest.

12. Did you see him any more after that conversation?

A. I made several efforts to contact these boys after that and was unsuccessful in my efforts inasmuch as they had moved to Baltimore. I did go to their apartment in Baltimore but could never find them. I inquired about their address, and sent several letters there but no response, the letters came back.

13. Would you say that so far as you and the Bank are concerned, you have expended all efforts to try to work this situation out to avoid going to foreclosure?

A. I feel I made a conscientious effort to collect this account without foreclosure and my efforts have not produced any results.

14. Would you say that is mainly due to family difficulties?

A. Yes. Not because of physical difficulties or the fact they were in Military status, but the father would not make payments on this because he did not want the boys to get the benefit of anything he paid, nor would the boys make payment for fear the father would be benefitted by such payments.

Plaintiff's Exhibit B offered in evidence, Exam. Exh. 2

15. You have made investigation as to the Military Status of Martin Glowacki, and according to this letter from Draft Board No. 2 Anne Arundel County, April 12th, 1943 statement is made that he was inducted on June 30 1941.

Plaintiff's Exhibit No. 3 as to Martin Glowacki.

16. What additional information do you have with reference to his induction?

A. I have been informed he was inducted June 30th, 1941, he was released the latter part of September or early October, 1941, he being one of those who came in for release for being over 28 years of age, he was placed in Reserve and re-called in the Army early part of 1942.

17. Do you know whether Bernard and Bennard Glowacki are one and the same person?

A. I have heard his brother, Joseph, state that Bernard was also known as Bennard Glowacki.

18. Were Adam, Martin and Bennard the three you had the conversation with?

A. Yes.

19. From your conversation with Martin, Adam and Bennard Glowacki, is it your opinion that these boys would have abandoned the farm and continued to refuse payments even though Martin and Bennard were not inducted in the Army?

A. I don't feel I have sufficient information to answer that question.

20. Is it your opinion that the two boys being inducted in the Army prevented them from making payments, or was it the fact as stated by you, they did not want the father to get the benefit of any payments made, that kept them from putting the loans on a current basis?

A. The fact they are in Military service does not prevent them from making an effort, nor does it prevent them from making contact with my office in an effort to make any satisfactory arrangement about the payments of these regular installments, and they have not, on their own initiative contacted our office in an effort to make any satisfactory arrangement.

21. What do you mean "on their own initiative"?

A. By that I mean they were aware of their obligations and they should have been sufficiently interested in this property to contact us in either making payments or give cause why they have not.

22. Did they make any satisfactory arrangements with you before entering Military service?

A. No.

23. Did they attempt to make any satisfactory or otherwise?

A. No.

24. Are you familiar with the value of farm lands in the 5th Election District of Anne Arundel County?

A. I make inspections for the Anne Arundel County National Farm Asso. with respect to values for appraisal purposes and in making their loans.

25. What, in your opinion, is a fair market value of this property containing 131 acres 65 perches?

A. In my best judgment I would say that this farm in its present condition and not overlooking the fact it is close to the city of Baltimore, should sell for approximately $4800.

26. What do you understand to be the age of Mr. Thomas Glowacki, the father of these boys?

A. At the time the application was made in 1937 he gave his age as 76 years which would make him now 83 years old.

27. What is his physical condition?

A. Last time I saw Mr. Glowacki he was standing in the yard on crutches and appeared to be very feeble.

28. Was he on crutches because of an accident or because of his general physical condition?

A. I don't know.

29. Do you have any knowledge of any income being derived from the property in the nature of rents?

A. I have been informed that Mr. Glowacki is collecting $85 a month from the houses rented on the farm.

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

A. No.

Herman A. Woodfield, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name and residence, and your occupation?

A. Herman A. Woodfield, Galesville, Anne Arundel County, Md. I am in the sea-food business, also operate two or three farms.

2. Are you connected in any way with the Anne Arundel County Farm Loan Association?

A. I am President of the Farm Loan Asso. of Anne Arundel County.

3. What are some of your duties as President?

A. We have Directors' meeting several times a year during which I preside, and when we have application for loans on farms I go out and make inspection and report back to the association what I would think was a fair value and fair loan value on the farm, and then pass on to the Directors to approve it.

4. How long have you been connected with this Association?

A. Connected with it since formation of the Bank,- as President 10 or 12 years, and one of the first to be a Director.

5. Are you acquainted with the farm occupied by Mr. Thomas Glowacki covered by the mortgages mentioned herein?

A. Yes, I visited there three or four times to my knowledge.

6. When was the last time you visited it?

A. April 11th, 1943.

7. What condition is the farm in at the present time?

A. I would say in very poor condition.

8. Give us some reasons why you say that in very poor condition?

A. When we first made the loan I classed it as a pretty nicely operated place, such a vast difference now, the property shows depreciation very quickly, the sandy land, and don't do any work will show depreciation quicker than darker soil, and lack of work depreciates it in fertility and also earning capacity.

9. From your observation would you say the property has not been worked or tilled for the last couple of years?

A. Yes, I would say does not show any operations there for two or three years.

10. Do you know whether any live stock or equipment on the place?

A. I did not see any and did not appear to be any.

11. Did you ever have any conversation with Mr. Glowacki or any of the children?

A. No sir, only the time went there to make the first appraised value, then seemed to be very co-operative bunch of people I thought.

12. What would you consider a fair market value of this property at this time?

A. I think about $4800 would be a fair price on it at this present time as the buildings are in very much dilapidated condition and the farm likewise.

No Cross Examination.

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

A. No.

Mr. Robert Ogle, Attorney for Martin and Bennard Glowacki files with the testimony a Letter from the War Department marked Exam. Exhibit 3.

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

Witness my hand and seal this 15th day of April, 1943.

Jno. S. Strahorn (SEAL)

Examiner.

Filed April 15" 1943.

EXAMS. EXH. #2

SELECTIVE SERVICE SYSTEM

Local Board No. 26 3401 Foster Ave. Baltimore, Maryland.

April 10, 1943

Re: Bernard Jacob Glowacki
2514 Fait Ave. Baltimore,Md.

TO WHOM IT MAY CONCERN:

This is to advise that the above named registrant was inducted and accepted in the U.S. Army on July 29, 1942.

Magdalen Ulsch - Asst Clk.

Local Board 26.

Filed April 15th. 1943.

EXAMS. EXH. # 3

SELECTIVE SERVICE SYSTEM

Local Draft Board No. 2 Anne Arundel County Maryland Glen Burnie

April 12, 1943

Mr. Marvin I. Anderson
Attorney-at-law
Annapolis, Maryland

Sir:

In reference to our telephone conversation the other day in regard to Martin Glowacki, Order No. 2534.

Mr. Glowacki was inducted by this Board on June 30, 1941.

Yours truly,

Irma Dunton Startt

Assistant Clerk

Filed April 15th. 1943.

Mr. Ogle, Atty. files as Exhibit J.D.S.

Professional Bldg. 21 West Street

April 5, 1943

Secretary of War
War Department
Washington, D.C.

Re: In the Matter of the Sale of the Mortgaged Real Estate of Thomas Glowacki et al.

Dear Sir:

I have been appointed by the Circuit Court for Anne Arundel County, Maryland, to represent Martin Glowacki and Bernard Glowacki, two of the defendants in the above entitled cause, I am informed that they are both in the United States Army. The said appointment was made under the provisions of the Soldiers' and Sailors' Civil Relief Act.

I inclose herewith two copies of the petition filed in this cause.

I do not know either of the above named persons nor do I know any of the facts of this case other than those alleged in the petition. I do not know whether these parties are aware of the fact that these proceedings have been begun nor do I know how to communicate with them in order to find out what they wish to do about the matter, if anything.

The hearing on this petition has been set for Monday, April 12, 1943, therefore I suggest that your office immediately forward one of the inclosed copies to Martin Glowacki and one to Bernard Glowacki so that, if they have any answer to the allegations thereof, they, or someone in their behalf, may let me know what steps they want me to take to protect their interests.

Please let me know how I can communicate with these people.

Thanking you in advance for your courtesies herein,

Very truly yours,

Robert W. Ogle.

Receipt for Registered Article No. 10815

15 fee paid. 1 class postage paid.

Stamp
Annapolis, Md.
April 5 1940
Registered

Declared value, $ none From Robert Werntz Ogle Attorney - Ann - Md.

Addressed to Sec. of War War Dept - Wash. D. C.

T. Q. I.

Filed April 15" 1943.

ORDER OF COURT AUTHORIZING ASSIGNEE TO EXERCISE POWER OF SALE ORDER June 3,1943.

This cause standing ready for hearing and being submitted upon the petition and affidavit of Marvin I. Anderson, Assignee, filed on the 30th day of March, 1943, and the testimony taken in this cause before Honorable J. S. Strahorn, Examiner, and it appearing therefrom that there is no equity in the real estate for the mortgagors, Martin Glowacki and Bennard Glowacki, who are in the military service; that the sale of said real estate will not adversely affect their interests in view of the fact that said real estate is rapidly depreciating and deteriorating in value, and will not prejudice said mortgagors because of the apparent lack of equity; that said mortgagors in military service have no meritorious or legal defense to this action; that the ability of said mortgagors to comply with the terms of said mortgage is not materially affected by reason of their military service, and that Robert W. Ogle, the attorney appointed to represent the interests of said Martin Glowacki and Bennard Glowacki, was present for that purpose when testimony was taken and at the time this order was made;

It is this 3rd day of June, 1943, ordered by the Circuit Court for Anne Arundel County that Marvin I. Anderson, Assignee, be and he is hereby authorized to exercise the power of sale contained in the mortgage filed in these proceedings.

Ridgely P. Melvin, C.J.

Filed June 3rd., 1943.

STATEMENT OF MORTGAGE CLAIM

In the Matter of the Sale of
the Mortgaged Real Estate of
Thomas Glowacki et al

No. 8496 Equity
In the Circuit Court for
Anne Arundel County, Maryland
(SITTING IN EQUITY)

STATEMENT OF MORTGAGE CLAIM of the Federal Farm Mortgage Corporation, a body corporate, under mortgage owned by it and executed by Joseph Glowacki and Mary Glowacki, his wife; Bennard Glowacki, Adam Glowacki and Jennie Glowacki, his wife; Martin Glowacki; Thomas Glowacki; Eva Glowacki Seibel and Andrew J. Glowacki, also known as Anthony Glowacki, dated June 21, 1937, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F. A. M. 168, folio 214:

Unpaid balance as of 2/16/41 ----- ----------	$1330.00
Interest @ 3½% from 2/16/41 to 12/29/41 ----------	40.47
Interest on principal items at 5% thru 7/5/43 ----------	101.04
Total debt on 7/6/43 ----------	$1471.51

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 2nd day of July, 1943, before me, the subscriber, a notary public of the State of Maryland, in and for the County of Baltimore, personally appeared E. W. McSparran, Treasurer of The Federal Land Bank of Baltimore, a body corporate, Agent and Attorney-in-Fact of said Federal Farm Mortgage Corporation under Power of Attorney, dated June 28, 1934, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F. A. M. No. 159, folio 448, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due said Federal Farm Mortgage Corporation on its mortgage claim described above, and that it has not received any security or satisfaction

thereof, other than above noted.

AS WITNESS my hand and notarial seal the day and year first above written.

(NOTARIAL SEAL) Thelma Belt

My commission expires May 7, 1945. Notary Public.

Filed July 6" 1943.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Marvin I. Anderson, Assignee, in the above entitled cause, respectfully shows:

That, after giving bond with security, for the faithful discharge of his duties under the power of sale contained in the said mortgage, which was duly approved, and having given notice of the time place, manner and terms of sale, for more than twenty days, by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, and by hand bills set up at the Court House door, as well as posted in other places, and mailed to prospective purchasers, he did, pursuant to said notice, attend, at the Court House door, in the City of Annapolis, on Tuesday, July 6, 1943, at Eleven O'Clock, A.M., the time and place so advertised, and then and there proceed_to sell said real estate. After offering tracts numbers one and two, in the manner set forth in the hand bill attached hereto, and filed as Exhibit "A", and after only receiving a nominal offer on the tracts separately, he then offered the entire property described and mentioned in said Exhibit "A", and sold same to Edward John Sachs and Melvin George Sachs, as joint tenants for the sum of Two thousand fifty dollars ($2050.00), subject to a first mortgage held by the Federal Land Bank of Baltimore, in the amount of Four thousand three hundred forty nine dollars twenty six cents ($4349.26), they being the highest bidders for the property.

Marvin I. Anderson

Joseph Patti Jr. Solicitors

Marvin I. Anderson,

Assignee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 14th day of July, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, Assignee, named in the mortgage, 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, information 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.

EXHIBIT "A".

ADVERTISEMENT OF SALE Marvin I. Anderson and Joseph Patti, Jr., Solicitors

Assignee's Sale of valuable FARM PROPERTY Located in the Fifth Election District, Anne Arundel County, Maryland.

Under and by virtue of Power of Sale contained in a mortgage from Joseph Glowacki and Mary Glowacki, his wife; Bennard Glowacki, Adam Glowacki and Jennie Glowacki, his wife; Martin Glowacki; Thomas Glowacki; Eva Glowacki Seibel and Andrew J. Glowacki, also known as Anthony

Glowacki, to the Land Bank Commissioner, dated June 21, 1937, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F. A. M. 168, folio 214, which said mortgage was duly assigned to the undersigned Assignee for the purpose of foreclosure and collection, default having occurred therein, the said undersigned Assignee will offer for sale at public auction to the highest bidder in front of the Courthouse in Annapolis, Anne Arundel County, Maryland, on Tuesday, July the 6th, 1943 at 11:00 o'clock A.M.,

All those two tracts of land situate in the Fifth Election District, Anne Arundel County, State of Maryland, described as follows:

TRACT No. 1--All that tract of land composed of three parcels containing 39 acres, 6 acres and 14.5 acres, respectively, situate in the District, County and State aforesaid, on the Elkridge Landing Road, 8 miles south of Baltimore and 2 miles west of Linthicum.

This farm is suitable for cultivation with crops raised in this County and locality.

There are 40 acres suitable for cultivation and 19.5 acres pasture and woodland.

This property is improved by a frame dwelling, 2 tenant houses, barn and other buildings.

TRACT No. 2--All that tract of land composed of two parcels containing 66 acres, 64 perches and 5 acres, 128 perches, respectively, less a strip containing 47 perches, situate in the District, County and State aforesaid on the Elkridge Landing Road, 8 miles south of Baltimore and 2 miles west of Linthicum.

This farm is suitable for cultivation with crops raised in this County and locality. There are 60 acres suitable for cultivation and 11 acres, 145 perches pasture and woodland.

This property is improved by a frame dwelling, frame tenant house, barn and other buildings.

The parcels containing 39 acres, 6 acres, 5 acres, 128 perches and 14.5 acres are the same property that was conveyed to Thomas Glowacki, Katherine Glowacki, his wife, for life with remainder to Adam Glowacki and Martin Glowacki, by deed from Sylvia Gregorius, dated May 26, 1930, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. 68, folio 332. Said Katherine Glowacki died prior to the execution of the aforesaid mortgage and her life estate terminated.

The parcel containing 66 acres, 64 perches, less a strip containing 47 perches, is the same land that was conveyed to Thomas Glowacki and Katherine Glowacki, his wife, for life with remainder to Joseph Glowacki and Bernard Glowacki, also known as Bennard Glowacki, by deed from Sylvia Gregorius, dated May 26, 1930, and recorded among said Land Records in Liber F. S. R. 68, folio 334. Katherine Glowacki died prior to the execution of the aforesaid mortgage and her life estate terminated.

Said five parcels of land being also all and the same property covered by the mortgage first herein mentioned to which deeds and mortgage reference is hereby made for more particular descriptions of said parcels of land.

The property will be sold subject to the legal operation and effect of a prior mortgage to The Federal Land Bank of Baltimore, the terms of which and the balance due thereon will be anncunced at the time and place of sale.

The above tracts will first be offered separately and the bids reserved, then both tracts will be offered as an entirety and sold in the manner producing the highest offer.

TERMS OF SALE:--If sold separately a $300.00 down payment will be required on tract No. 1 and a $300.00 down payment on tract No. 2. If sold as an entirety a down payment of $600.00 will be required. All down payments to be made in cash and made at the time and

place of sale, balance upon final ratification of said sale by the Circuit Court of said County. The deferred portion of the purchase price will bear interest from the day of sale. Deed, title papers and revenue stamps at cost of purchaser. Taxes and other charges to be adjusted to day of sale.

GEORGE SEIBLE, Auctioneer. MARVIN I. ANDERSON, Assignee.

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this sixth day of July, 1943 sold the tract of the property described in the within hand bill at and for the sum of $ Two thousand fifty dollars to Edward John Sachs Jr. and Melvin George Sachs, as joint tenants, being then and there the highest bidder and I further certify that the sale was fairly made.

Geo. W. Scible
Auctioneer

We hereby certify that we have this sixth day of July, 1943 purchased, from Marvin I. Anderson, Assignee as joint tenants the property described in the advertisdment within, at and for the sum of Two thousand fifty dollars, and hereby agree to comply with the terms of sale.

Witness my hand and seal.

Witness: _____. Edw. J. Sachs, Jr. (SEAL)
Purchaser
Melvin G. Sachs (SEAL)

Filed July 14th.1943.

ORDER NISI.

Ordered, this 14th., day of July, 1943, 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 16th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th., day of August next.

The report states that the amount of sales to be $2050.00

John H. Hopkins, 3rd., Clerk.

Filed July 14" 1943.

Certificate of Publication Annapolis, Md., August 16" 1943.

We hereby certify, that the annexed Order Nisi - Report of Sale - Joseph Glowacki - was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of August, 1943. The first insertion being made the 22nd day of July, 1943.

THE CAPITAL-GAZETTE PRESS, INC.
By Ellen Cole

ORDERED BY THE COURT, This 17th day of August, 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, C.J.

Filed August 17" 1943.

In the Matter of the Sale of the Mortgaged Real Estate of Joseph Glowacki and wife, et al

No. 8496 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 Joseph Glowacki and Wife, et al. in ac. with Marvin I. Anderson, Assignee

To Assignee for Commissions - 5% as provided in mortgage	$	$ 103.18
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	31.20	
Jos. H. Griscom - Sheriff's costs	.75	
Auditor	9.00	60.95
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	35.50	
Capital-Gazette Press - Order Nisi (sale)	5.00	
Capital-Gazette Press - Order Nisi (this acct.)	5.00	
Art - Press handbills	9.50	
National Surety Corp. - bond premium	10.00	
George W. Scible - auctioneer	16.00	
John S. Strahorn - Examiner	12.00	
Juliet D. Strahorn - stenographer	8.00	
Clerk of Court - recording assignment	.75	
Virginia Russell - notary fees	1.00	102.75
To Assignee for Taxes, viz:		
1942 State & County taxes (26½ acres)	63.10	
1942 State & County taxes (105.3 acres)	154.36	
1943 State & County taxes (26½ acres -adj.)	31.31	
1943 State & County taxes (105.3 acres -adj.)	76.59	325.36
To Federal Farm Mortgage Corporation, holder of mortgage filed herein, - this balance on account mortgage claim		1,471.29
		$2,063.53

Amount of mortgage claim filed	$1,471.51
Cr. Amount allowed as above	1,471.29
Balance subject to decree in personam	.22

Cr. July 6 1943	Proceeds of Sale	$2,050.00
	Interest on deferred payment	13.53
		$2,063.53

ORDER NISI.

ORDERED, This 9th., day of Sept., 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 11th., day of Oct. next; Provided 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 Oct. next.

John H. Hopkins, 3rd., Clerk.

Filed Sept. 9th. 1943.

Certificate of Publication Annapolis, Md., Oct. 15, 1943.

We hereby certify, that the annexed Order Nisi - Aud. Acct. - Equity 8496 - Joseph Glowacki was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of October, 1943. The first insertion being made the 16th day of September, 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By Blanche Bryan

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of October, 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 Oct. 15" 1943.

Anne Arundel County Welfare Board	:	No. 8516 Equity
Vs.	:	In the Circuit Court for
Charlotte Spielman.	:	Anne Arundel County.

PETITION.

To the Honorable, the Judges of said Court:

The petition of the Anne Arundel County Welfare Board, by Benjamin Michaelson, its Solicitor, respectfully represents:

1. That your petitioner is the duly constituted Welfare Board for Anne Arundel County, as provided by law, and accordingly it is authorized to administer locally the laws of the State of Maryland pertaining to aid to dependent children, old age assistance, and other welfare services.

2. That, during her life time, one Margarethe Spielman, who was a resident of Earleigh Heights, Anne Arundel County, was the recipient of old age assistance from your petitioner from 1936 to February 11, 1942, when she died, that the amount of old age assistance rendered to said beneficiary is $2187.02, and that said sum is a claim against the estate of the said Margarethe Spielman.

3. That, at the time of her death, the said Margarethe Spielman was seized and possessed of a parcel of land, containing 2½ acres, more or less, improved by a small frame dwelling which was used by her as her place of residence, said property being the same property which was conveyed to Johan Spielman and Margarethe Spielman by Ernest Boehme by deed dated December 24, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 84, folio 483, a certified copy of which deed is filed herewith as a part hereof, marked "plaintiff's Exhibit A"; the said Johan Spielman having died before the said Margarethe Spielman, and the title to said property having become vested in her.

4. That the said Margarethe Spielman departed this life, intestate on or about February 11, 1942, and she left surviving her as her only heirs-at-law, a daughter, Charlotte Spielman, who is an adult.

5. That the said Margarethe Spielman left no personal estate, and her only assets were the aforesaid real estate, owned by her at the time of her death, and there has been no administration of her estate in the Orphans Court for Anne Arundel County.

6. That the said daughter, Charlotte Spielman, whose age is 44 years, is non compos mentis and she has been an inmate of Spring Grove State Hospital since January, 1940.

7. That, under the circumstances, it will be necessary for the said Charlotte Spielman to have a guardian ad litem appointed by this Court to answer the premises and defend this suit as her interests may appear.

8. That your petitioner is the only creditor of the said decedent, Margarethe Spielman and in view of the fact that said decedent left no personal estate, it will be necessary to have said real estate sold to pay the claim of your petitioner.

9. That said real estate is unoccupied, the dwelling thereon is rapidly deteriorating and unless it is sold soon, there will be little value to apply to the payment of the claim of your petitioner.

To the end therefore,

(1) That a trustee may be appointed by this Court to sell the real estate mentioned herein, and that said trustee shall be authorized and empowered to grant and convey said property by a good and merchantable title.

(2) That a guardian ad litem be appointed to represent the said defendant and non compos mentis, Charlotte Spielman.

(3) That your petitioner may have the proceeds of the sale of said property, after payment of costs and expenses, applied to the payment of its claim.

(4) That a notice to creditors be issued, giving notice to any creditors of Margarethe Spielman, and those claiming by, from or under her, to file their claims in this Court within the time prescribed by this Court.

(5) That your petitioner may have such other and further relief as its case may require.

May it please your Honors to grant unto your petitioner the writ of subpoena directed to the said Charlotte Spielman, now an inmate of Spring Grove State Hospital, Catonsville Maryland, and to be served also on the Superintendent of said institution, commanding the said defendant, Charlotte Spielman, to be and appear in this Court at some certain date to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Anne Arundel County Welfare Board,
By Clara Willman
Petitioner. Ex. Sec.

Benjamin Michaelson
Solicitor for Petitioner.

Filed June 3rd., 1943.

"PLAINTIFF'S EXHIBIT A".

(INT. REV. STAMPS $.50)

THIS DEED, made this 24th day of December, in the year 1923, by Ernest Boehme, unmarried, of the first part and Johan Spielman and Margarethe Spielman his wife, of the second part, all of Anne Arundel County, State of Maryland.

Witnesseth, that for and in consideration of the sum of One hundred & eighty seven 50/100 dollars paid by the parties of the second part unto the party of the first part, receipt whereof is hereby acknowledged, said party of the first part doth by these presents grant and convey unto said Johan Spielman and Margarethe Spielman, husband and wife, as tenants by the entireties thereof.

All that tract of land situate in the Third Election District of Anne Arundel County, Maryland, which is described as follows in survey thereof made by Hall & Carr, Surveyors, in November 1923, viz:

Beginning for the same at a stone at the northeast corner of a tract of land of thirty acres according to survey made by August Bouldin & Co., Civil Engineers March 1900 and running thence and with part of one of the original outlines north 77° 55' west 525.7 feet, thence leaving said outline and running across part of the whole tract south 12° 5' west 146.3 feet south 66° 22' east 570.8 feet to intersect the fifth outline of the whole tract, thence with said outline north 4° 23' east 263.02 feet to the beginning stone, containing two and one half ($2\frac{1}{2}$) acres of land more or less reserving unto parties of the first part a 14 ft. right of way along the east line thereof to be extended south as developed.

Being a part of the property which was granted and conveyed by Henry S. Maucha, Attorney, of John S. Jones, unto Anna Boehme, by deed dated 11th of April, 1900, and recorded in the Land Records of Anne Arundel County in Liber G. W. No. 17, folio 153, &c., of which said property said Anna Boehme died seised and possessed intestate leaving surviving her as her only heir at law the party of the first part, Ernest Boehme her son in whom the title thereto became vested.

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 Johan Spielman and Margarethe Spielman ~~her~~ husband and wife as tenants by the entireties thereof.

And the party of the first part doth hereby covenant and agree with the parties of the second part that the title to the property hereby granted is good and merchantable and free from encumbrances and that he will warrant specially the title to the said property.

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

Test: J. A. Winsloe — Ernest Boehme (SEAL)

State of Maryland, Anne Arundel County, SS:

I hereby certify that on this 24th day of December 1923, before me, the subscriber, a No-

tary Public, of the State of Maryland, in and for Anne Arundel County personally appeared the above named Ernest Boehme (unmarried) and he acknowledged the aforegoing Deed to be his act.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) J. A. Winsloe

Notary Public

Recorded 3rd January 1924, 9 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. 84 folio 483, 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 1st day of June, A.D. 1943.

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

Filed June 3rd., 1943.

Petition to appoint guardian ad litem, and Order of Court.

To the Honorable, the Judge of said Court:

The petition of Benjamin Michaelson, Solicitor for the plaintiff in this cause respectfully represents:

1. That Charlotte Spielman, defendant in the above cause, has been duly summoned to appear, but being non compos mentis, she is legally unable to answer.

2. That it is necessary that she have someone to represent her interest in this cause and to that end a guardian ad litem should be appointed by this Court.

Wherefore your petitioner prays this Honorable Court to pass an order appointing a guardian ad litem to represent the said incompetent defendant, Charlotte Spielman.

And as in duty bound, etc.

Benjamin Michaelson, Solicitor.

Filed June 24" 1943.

ORDER OF COURT.

UPON the foregoing petition it is hereby ordered this 25th day of June, 1943, by the Circuit Court for Anne Arundel County in Equity that Emanuel Klawans, attorney, be, and he is hereby appointed guardian ad litem for the incompetent defendant, Charlotte Spielman, to represent her in this cause.

Ridgely P. Melvin, Chief Judge.

Filed June 25" 1943.

ANSWER TO BILL OF COMPLAINT.

To The Honorable, The Judges of said Court:

The answer of Emanuel Klawans, as guardian ad litem for Charlotte Spielman, on her behalf, to the bill of complaint exhibited against her in the above cause, respectfully shows:-

1. That she, being a non compos mentis, can neither admit nor deny the allegations made in said bill of complaint, and she submits her rights to determination by this Honorable Court.

And as in duty bound, etc.

Emanuel Klawans

Guardian ad litem for Charlotte Spielman

Filed June 28" 1943.

Testimony on behalf of the Plaintiff, July 9th., 1943.

PRESENT:-

Mr. Benjamin Michaelson, Solicitor for Plaintiff.

Mr. Emanuel Klawans, Guardian ad Litem.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

Clara Willman, ---------- 2 to 4

J. Carson Bush, ---------- 5 to 6

Clara Willman, a witness of lawful age, being first duly sworn, deposes and says:-

(Michaelson)

1. State your name, residence and position?

A. Clara Willman, I live in Annapolis, Md.; am Executive Secretary of the Anne Arundel County Welfare Board.

2. How long have you been Executive Secretary of the Anne Arundel County Welfare Board?

A. Since March, 1935.

3. The Anne Arundel County Welfare Board is a duly constituted welfare agency of the State of Maryland?

A. It is.

4. Functions fully in accord with the Statutes relating to its duties and rights under the Code of Public General Laws of the State of Maryland?

A. It does.

5. Under what section of the law is it that is referred to as "Old Age Assistance, as provided in the Code?"

A. Article 70-A.

6. The Anne Arundel County Welfare Board rendered Old Age Assistance to one Margaret or Margarethe Spielman during the past few years?

A. It did.

7. Will you please tell the Court when Old Age Assistance was given to Margaret or Margarethe Spielman?

A. From January 3rd, 1936 until her death on February 11th, 1942.

8. What was the amount of Old Age Assistance which she actually received?

A. She actually received $2,203.45, the County Welfare Board had returned to us a small refund of $16, the total amount due us is $2187.02 residue.

9. Under the Statute of Maryland applicable to giving Old Age Assistance this is a lawful claim against the estate of Margaret or Margarethe Spielman?

A. It is, under Article 70-A of the Laws of Maryland, Section 17 as amended by Chapter 290 of the Acts of 1941.

10. Was there any administration on the estate of this Margaret or Margarethe Spielman in the Orphans Court for Anne Arundel County?

A. To my knowledge there has not been any.

11. How were her funeral expenses paid?

A. From an Insurance policy in the Metropolitan Company collected by her step-daughter a Mrs. Middlestadt.

12. Mrs. Middlestadt is not related to Mrs. Spielman?

A. No.

13. Did Margaret Spielman leave any one surviving her at the time of her death?

A. She has a daughter, Charlotte, born in 1899 who is now in Spring Grove Mental Hospital.

14. How long has she been there?

A. Her last hospitalization was in January, 1940; previous to that she was hospitalized several times, the first time in 1925.

15. She has been there continuously since January, 1940 and is now confined to that institution?

A. Yes. The statement of Dr. Silas W. Weltner, Superintendent of Spring Grove State Hospital was dementia praecox, hebephrenic form and the diagnosis was always "poor". He also states that "the girl is primarily feebleminded which makes her future outlook even more questionable".

16. How old is she?

A. She is approximately 44 years of age.

17. Did Mrs Spielman own any property at the time of her death?

A. Yes, she owned a house and approximately 2½ acres of land near Severna Park Post Office, located at Earleigh Hts. in the 3rd District of Anne Arundel County.

18. Has this claim of the Anne Arundel County Welfare Board ever been paid?

A. It has not.

19. This property she left consisting of a house and 2½ acres of land has not been occupied by any surviving relatives of Margaret Spielman since her death?

A. No.

20. Do you know of any other persons related to Margaret or Margarethe Spielman other than her daughter, Charlotte?

A. I do not.

21. You have made inquiries to ascertain whether or not there are any other relatives or heirs?

A. Mrs. Spielman had a sister, I don't know whether she is <u>till</u> living or not, a Mrs. Kinder, but no direct descendants other than Charlotte.

22. You are not familiar with the condition of the property or anything pertaining to it?

A. No.

23. Anne Arundel County Welfare Board is claiming payment of its claim as provided by law?

A. Yes.

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

A. No.

Clara Willman

J. Carson <u>Bush,</u> a witness of lawful age, being first duly sworn, deposes and says:-

(Michaelson)

1. State your name, residence and official position?

A. J. Carson Bush, West Annapolis. Anne Arundel County, Md.; property clerk for Anne Arundel County.

2. You are familiar with property values in nearly every part of Anne Arundel County?

A. Yes.

3. Did you have occasion to examine the property formerly owned by Johan Spielman and Margarethe Spielman his wife in the 3rd District of Anne Arundel County?

A. Yes.

4. What does that property consists of?

A. Approximately two or three acres with a small house in very bad condition.

5. Situate near what?

A. The Post Office I presume would be Severna Park, they call the location Earleigh Heights.

6. What, in your opinion, would be a fair market value of this property?

A. I would say $1,000 or $1,200 would be all it was worth in its present condition.

7. Can you tell us what the house looks like?

A. Best I could tell you, I did not go inside, has three rooms, one story and little front porch.

8. Any outbuildings?

A. I did not see any, a little chicken house but not much to it. Place needs painting and a roof too.

9. I hand you this deed, will you identify that?

A. It is the deed for this property from Ernest Boehm, unmarried, to Johan Spielman and Margarethe Spielman, his wife, dated December 24th, 1923, recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 84, folio 483.

10. Look at the deed and see what it says as to acreage?

A. The deed says contains 2½ acres of land, more or less.

11. This is the same property you just testified as to the value of?

A. Yes.

-----Deed offered in evidence as Exam. Exh. No. 1.

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

A. No.

J. Carson Boush

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 13 day of July, 1943.

Jno. S. Strahorn (SEAL)

Examiner.

Filed July 13" 1943.

AGREEMENT OF SUBMISSION FOR DECREE.

Anne Arundel County Welfare Board, Plaintiff, — No. 8516 Equity

vs. — In the Circuit Court for

Charlotte Spielman, Defendant. — Anne Arundel County.

To the Honorable, the Judge of said Court:

The parties to this suit respectfully submit these proceedings to the Court for an imme-

diate decree and the 41st General Equity Rule is hereby waived.

Benjamin Michaelson

Solicitor for Plaintiff.

Emanuel Klawans

Guardian ad litem.

Filed July 14" 1943.

DECREE FOR SALE July 14, 1943.

THIS cause standing ready for hearing and being submitted, the proceedings were read and considered by the Court.

It is thereupon this 14th day of July, 1943, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed that the property mentioned in these proceedings be sold; and further that Benjamin Michaelson be, and he is hereby, appointed trustee to make said sale, and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland, excuted by himself, and a surety or sureties, to be approved by this Court, in the penalty of Fifteen Hundred Dollars ($1500) conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any further decree or order in the premises; he shall then proceed to make said sale, after giving at least three weeks' notice by advertisement, inserted in some established newspaper published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows: $300 cash on the day of sale, and the balance in cash upon final ratification of the sale by the Court; and as soon as may be convenient after such sale, the said trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale, and on 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 and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, plaintiff and defendant, and of those claiming by, from or under them or any of them; and the said trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity with which he shall appear to have discharged his trust.

And it is further adjudged, ordered and decreed that the said trustee, at the time said property is advertised for sale, publish a notice to creditors, giving notice to any creditors of Margarethe Spielman, deceased, whose estate was not administered in the Orphans Court for Anne Arundel County, to file their claims against decedent, within sixty (60) days from the date of the first insertion of the advertisement of sale, in these proceedings.

Ridgely P. Melvin,

Chief Judge.

Filed July 14" 1943.

Bond --Filed & Approved this 22" day of July 1943. John H. Hopkins, 3rd., Clerk.

KNOW ALL MEN BY THESE PRESENTS, That We, Benjamin Michaelson, Trustee, as PRINCIPAL,

and EAGLE INDEMNITY COMPANY, of New York, N. Y. a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen 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 22nd day of July, Nineteen Hundred and Forty-three.

WHEREAS, by a decree of the Circuit Court entitled "Anne Arundel County Welfare Board, Plaintiff, vs. Charlotte Spielman, Defendant, Equity No. 8516, bearing date on or about the 14th day of July Nineteen Hundred and Forty-three the said Benjamin Michaelson, Trustee, was authorized and empowered to make sale of the property described in said decree , and the said Benjamin Michaelson, Trustee, is about to execute said power and make sale of the property described as aforesaid in said decree.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Benjamin Michaelson, Trustee, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such property or the proceeds thereof, and shall abide by and perform any such further decree as may be passed in the premises, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness: Benjamin Michaelson (SEAL)

Lina J. Harper (CORPORATE SEAL) EAGLE INDEMNITY COMPANY

By Benjamin Michaelson

Attorney-in-fact.

Filed July 22" 1943.

Report of Sale and Order Nisi thereon.

To the Honorable, the Judge of said Court:

The report of Benjamin Michaelson, Trustee, duly appointed to make sale of certain real estate mentioned and described in these proceedings, respectfully shows:

That, whereas by a certain decree of the Circuit Court for Anne Arundel County dated July 14, 1943, and passed in a cause in said Court pending, entitled "Anne Arundel County Welfare Board, Plaintiff, vs. Charlotte Spielman, Defendant, No. 8516 Equity", the said Benjamin Michaelson, Trustee, was authorized to sell the property described in said proceedings, and the said Benjamin Michaelson, Trustee, in pursuance of the power and authority vested in him by said decree, after giving bond as security for the faithful performance of his trust, and having complied with all the other pre-requisites mentioned in said decree as required by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for at least three successive weeks before the day of sale/did, and by virtue of the power of sale contained in said decree and pursuant to said notice, attend at the Court House door in the City of Annapolis, Maryland, Saturday, August 14, 1943, at Eleven o'clock, A.M. and then and there proceeded to sell said property in a manner following, that is to say:

The said Trustee offered at public sale to the highest bidder the property mentioned and described in said decree, and being more particularly described as follows:

ALL that tract of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, which is described as follows in a survey thereof made by Hall & Carr, Surveyors, in November, 1923, viz:

BEGINNING for the same at a stone at the Northeast corner of a tract of land of thirty acres according to a survey made by August Bouldin and Company, Civil Engineers March 1900, and running thence and with part of one of the original outlines North 77 degrees 55 minutes West 525.7 feet, thence leaving said outline and running across part of the whole tract South 12 degrees 5 minutes West 146.3 feet South 66 degrees 22 minutes East 570.8 feet to intersect the fifth outline of the whole tract, thence with said outline North 4 degrees 23 minutes East 263.02 feet to the beginning stone, containing two and one half (2½) acres of land, more or less, reserving unto the parties of the first part a 14 foot right of way along the East line thereof to be extended South as developed.

BEING the same property which was conveyed to Johan Spielman and Margarethe Spielman, his wife, by Ernest Boehme, unmarried, by deed dated December 24, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 84, folio 483.

AND the said Trustee sold the above described property to Frankie Wilson for the sum of Thirteen Hundred and Seventy-five ($1375.00) Dollars, she being at that sum the highest bidder therefor, and said purchaser paid the purchase price of Thirteen Hundred and Seventy-five ($1375.00) Dollars, in full on the day of sale.

Respectfully submitted,

Benjamin Michaelson, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 16th day of August, 1943, before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson, Trustee, and duly acknowledged the aforegoing Report of Sale to be true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Lina Johnson

Notary Public.

Filed August 16" 1943.

Purchaser's agreement, and Auctioneer's certificate.

ADVERTISEMENT. George W. Scible, Auctioneer.

Trustee's Sale of valuable Real Estate situated in the Third Election District, at Earleigh Heights, Md.

Under and by virtue of the power and authority contained in a decree of the Circuit Court for Anne Arundel County, dated July 14, 1943, and passed in a cause in said Court pending, entitled "Anne Arundel County Welfare Board, Plaintiff, vs. Charlotte Spielman, Defendant," No. 8516 Equity, the undersigned trustee will sell at public auction at the Court House door in the City of Annapolis, on Sat., Aug. 14, 1943 at 11 O'Clock A.M.
All that lot or tract of land situated at Earleigh Heights in the Third Election District of Anne Arundel County, containing 2½ acres of land, more or less, and being the same property which was conveyed to Johan Spielman and Margarethe Spielman, his wife, by Ernest

Boehme, unmarried, by deed dated December 24, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 84, folio 483.

This property is improved by a small four-room frame dwelling.

TERMS OF SALE: A cash deposit of $300 will be required of the purchaser at the time of sale; the balance of the purchase price to bear interest at the rate of 6 per cent per annum, and to be paid in cash upon final ratification of the sale by the Court.

Taxes and other expenses to be adjusted to the day of sale.

Benjamin Michaelson, Trustee.

15 School St., Annapolis, Md. Phone 3551.

PURCHASER'S AGREEMANT.

I hereby certify that I have purchased this 14th day of August, 1943, the property mentioned and described in these proceedings from Benjamin Michaelson, Trustee, at and for the sum of Thirteen Hundred Seventy-five Dollars, and I do hereby agree to comply with the terms of sale.

Witness my hand and seal this 14th day of August, 1943,

Test: Frankie Wilson (SEAL)

Geo. W. Scible Purchaser.

AUCTIONEER'S CERTIFICATE.

I hereby certify that I have this 14th day of August, 1943, sold the property mentioned and described in these proceedings to Frankie Wilson at and for the sum of Thirteen Hundred Seventy-five Dollars, he being at that price, the highest bidder therefor.

Witness my hand and seal this 14th day of August, 1943.

Test: Geo. W. Scible,(SEAL)

Benjamin Michaelson Auctioneer.

Filed Aug. 16" 1943.

ORDER NISI.

Ordered, this 16th., day of August, 1943, That the sale of the property mentioned in these proceedings made and reported by Benjamin Michaelson, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th., 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 17th., day of September next.

The report states that the amount of sales to be $1375.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Sept. 23, 1943.

We hereby certify, that the annexed Order Nisi - Equity 8516 - A. A. Co. Welfare Board vs. Charlotte Spielman was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of September, 1943. The first insertion being made the 19th day of August, 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By Blanche Bryan

ORDERED BY THE COURT, This 24th day of Sept. 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 Sept. 24" 1943.

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 Welfare Board vs. Charlotte Spielman in ac. with Benjamin Michaelson, Trustee

To Trustee for Commissions	$ 72.13	$
To Trustee for fee (Order of 9/24/43)	100.00	172.13
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Defendant's Solicitor's appearance fee	10.00	
Clerk of Court - costs	18.75	
G. G. Miller - Sheriff's costs	1.80	
Auditor	9.00	49.55
To Trustee for Expenses, viz:		
Capital-Gazette Press - advertising sale	23.00	
Capital-Gazette Press - handbills publishing	5.50	
Capital-Gazette Press - notice to creditors	5.00	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
Eagle Indemnity Co. - bond premium	10.00	
Clerk of Court - certified copy of deed	1.50	
George W. Scible - auctioneer's fee	11.00	
Emanuel Klawans - guardian ad litem	4.00	
John S. Strahorn - examiner	4.00	
Juliet D. Strahorn - stenographer	3.50	
One-half Federal & State revenue stamps	1.48	
Lina M. Johnson - notary fee	.50	79.48
To Trustee for Taxes, viz:		
1942 State & County taxes	16.86	
1943 State & County taxes ($13.90 adj.)	8.68	25.54
To Anne Arundel County Welfare Board - this balance on account of claim filed		1,048.30
		$1,375.00

Cr. Aug. 14 1943 Proceeds of Sale $1,375.00

ORDER NISI.

ORDERED, This 14th., day of October, 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 15th., 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 15th., day of November next.

Filed Oct. 14" 1943 John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Nov. 15, 1943.

We hereby certify, that the annexed Order Nisi - Equity 8516 - Charlotte Spielman was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of November, 1943. The first insertion being made the 21st day of October, 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By Blanche Bryan

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of Nov., 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 Nov. 19" 1943.

In the Matter of the Sale of the Mortgaged Real : No. 8519 Equity
Estate of Florence Patricia Miles, by her le- : In the Circuit Court for
gal Guardians Rowland E. Miles and Mae D. Miles.: Anne Arundel County.

ORIGINAL MORTGAGE.

(MD. STATE STAMPS $1.40)

THIS MORTGAGE, Made this 9th day of July, 1941, by and between FLORENCE PATRICIA MILES, by her legal guardians ROWLAND E. MILES and MAE D. MILES, his wife, by decree of the Circuit Court for Anne Arundel County dated July 2, 1941, Equity No. 8185. hereinafter referred as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, A body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, The said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN /X/ (A) / / (B) / / (C) as herein indicated, and being the holder of FOURTEEN shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $1,400 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all those lots of ground, situate, lying and being in THE SECOND ELECTION DISTRICT of Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING for the first description at a point distant North 33° 07' East 20 feet from the end of the third line of a lot conveyed by Joseph E. Hall to Rowland E. Miles and wife by Deed dated the 7th day of October, 1935, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 145, folio 76, said line established by a survey made by J. Revell Carr, Surveyor on July 2, 1937, and proceeding from thence with said line and reversely thereof North 33° 07' East 118 feet more or less to the mean low water line of Old Place Creek; thence with said Creek in a Southeasterly direction 10 feet; thence leaving said Creek and going South 33° 07' West 118 feet, more or less to the Northeasterly edge of the road leading from Long Point to Herald Harbor; thence with said road North 62° 05' West 10 feet to the place of beginning.

BEING a portion of that property conveyed to Joseph E. Hall by Frank D. Kyle and wife, by Deed dated September 15, 1914, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 108, folio 452.

BEGINNING for the second description at an iron pipe set on the Southerly side of a 20.0 foot road laid out as a right of way leading through the whole tract hereinafter mentioned to the public main road, the said iron pipe and place of beginning is at the Northwest corner of a 55.0 foot lot of ground heretofore conveyed by Joseph E. Hall and Adda M. Hall, his wife, to Rowland E. Miles and Mae D. Miles, his wife, by Deed dated October the seventh, 1935, and recorded in Liber F. S. R. No. 145, folio 76, the said iron pipe and place of beginning is also at the end of the first line of the said last mentioned conveyance to the said Rowland E. Miles and wife; thence running from the beginning point so fixed with the prolongation of the said mentioned first line, North 33 degrees 07 minutes East 103.5 feet, more or less, to an iron pipe now set at the tide lines of Old Place Creek, which said iron pipe is intended to be the Northeast corner of a lot of ground heretofore conveyed to Spencer Boblitz by the said mentioned Joseph E. Hall; thence running with the said tide lines in a Southeasterly direction 55.0 feet; thence leaving said tide lines of the said Old Place Creek and running parallel with the first line of this description, so as to be in the prolongation of the third line of the aforementioned conveyance to Rowland E. Miles and wife, South 33 degrees 07 minutes West 103.0 feet more or less to an iron pipe heretofore set on the South side of the said 20.0 foot road or right of way, which said iron pipe is at the beginning of the said last mentioned third line, and also at the end of the second line of the said last mentioned conveyance to Rowland E. Miles and wife; thence running with and reverse of the said second line, and along the Southerly side of the said 20.0 foot road or right of way North 62 degrees 05 minutes West 55.0 feet to the place of beginning. BEING a portion of that tract of ground described in a Deed from Frank D. Kyle and wife to Joseph E. Hall and wife, by Deed dated September 15, 1914, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 108, folio 452.

BEING the same property which was conveyed to ROWLAND E. MILES, TRUSTEE FOR FLORENCE PATRICIA MILES, by Joseph E. Hall and Adda M. Hall, his wife, by Deed dated the 19th day of

June, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 220, folio 176.

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

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns the monthly sum of $14.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $7.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

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

AND IT IS AGREED, That until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or Robert E. Kindred, its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same.

AND the said MORTGAGORS for themselves, their 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, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines 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, fees and commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, its successors or assigns, or its 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, fees 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, fees and commissions.

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $1400.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST: Florence Patricia Miles (SEAL)

Fred W. Kuethe By Rowland E. Miles (SEAL)

Mae D. Miles (SEAL)

Legal Guardians

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 9th day of July, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Rowland E. Miles and Mae D. Miles, Legal Guardians of Florence Patricia Miles, and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Edward Woodfall the Vice-President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage, is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL) Fred W. Kuethe

Notary Public.

Filed June 8" 1943.

Corporate Bond --Filed & Approved this 8th., day of June 1943. John H.Hopkins, 3rd.,Clerk.

KNOW ALL MEN BY THESE PRESENTS: That we, Robert E. Kindred, Attorney Glen Burnie, 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 Two Thousand and No/100 Dollars ($2,000.00), to be

paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 4th, day of June, in the year of our Lord, nineteen hundred and forty three.

WHEREAS, the above bounden Robert E. Kindred, Attorney named in mortgage by virtue of the power contained in a mortgage from Florence Patricia Miles et al to The Glen Burnie Savings & Loan Association bearing date the 9th, day of July, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. No. 240 Folio 242 and the said Robert E. Kindred, Attorney named in mortgage is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Robert E. Kindred do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered — Robert E. Kindred (SEAL)

in the presence of (COPORATE SEAL) UNITED STATES FIDELITY AND GUARANTY COMPANY

Viola Kindred — By C. H. Chilcote

Attorney-in-fact.

Filed June 8" 1943.

In the Matter of the Sale of the Mortgaged Real Estate of Florence Patricia Miles by her legal guardians Rowland E. Miles and Mae D. Miles — No. 8519 Equity In the Circuit Court for Anne Arundel County.

STATEMENT OF ACCOUNT.

Statement of Account No. 2116 Florence Patricia Miles et al. June 3, 1943.

To Amount of loan		$1,400.00
To dues paid to date		76.79
		$1,323.21
To Interest from Jan. 1		
To July 6, 1943	$50.36	
To Interest paid to date	13.37	36.99
		$1,360.20

Filed June 8" 1943

Affidavit as to Military service in the arm_forces of the United States.

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 21st day of June, 1943, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared, Edward Woodfall, Vice President of the Glen Burnie Savings and Loan Association of Anne Arundel County, party Plaintiff, and made oath in due form of law, that neither Florence Patricia Miles, the Defendant or Rowland E. Miles and Mae D. Miles, his wife and legal guardians of the said infant are in

the arm_forces of the United States of America.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Fred W. Kuethe

Notary Public.

Filed June 22" 1943.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE REPORT of Robert E. Kindred, Attorney named in Mortgage to make sale of the real estate mentioned respectfully shows:

THAT after giving Bond with approved security, and after giving notice of the time, place, manner and terms of sale, by advertisement in the Maryland Gazette, a weekly newspaper published in the County of Anne Arundel County 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 July 6, 1943, at 11:00 O'clock A.M. and then and there proceeded to sell said real estate mentioned as follows:

All those parcels of land situate in the Second Election District of Anne Arundel County, three fourths of a mile Southeasterly from the Community Fire Engine Station at Herald Harbor, fronting 65 feet on the Easterly edge of a public road leading from Long Point to Herald Harbor; thence 118 feet to Old Place Creek; thence along said Creek 65 feet and thence South 33 degrees 07 minutes East 118 feet to said public road. For full and complete description of the above mentioned parcels of land see: Deed dated the 19th day of June 1940, Liber J.H.H. No. 220, folio 176, and Deed dated the 9th day of July 1941, Liber J.H.H. No. 240, folio 240, Both Hall to Miles.

Property improved by a frame dwelling with garage attached, four rooms and bath, modern in every respect. Long Point on the Severn, beautiful location.

He offered said land and improvements for sale and sold same to Helen A. Zeman, at and for the sum of FIFTEEN HUNDRED SEVENTY FIVE and no/100 Dollars ($1,575.00) she being then and there the highest bidder for said property.

AND as in duty bound etc.

R. E. Kindred

Attorney named in mortgage.

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 7th day of July, 1943, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Robert E. Kindred, the Attorney named in Mortgage, 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

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY, that I have this day sold the land and premises mentioned in these proceedings to Helen A. Zeman at and for the sum of $1,575.00

That the sale has been fairly made.

July 6, 1943 11:00 o'clock A.M. W. B. Elliott Auctioneer

PURCHASER'S AGREEMENT

I HEREBY CERTIFY, That 6th _____ have this day purchased from Robert E. Kindred, Attorney named in Mortgage the land and premises named in these proceedings, at and for the sum of $1575.00, and agree to comply with the terms thereof.

Attest: Helen A. Zeman (SEAL)

Fred W. Kuethe R. E. Kindred (SEAL)

Jul_ 6 - 1943. Attorney named in Mortgage

Filed July 13" 1943

ORDER NISI

Ordered, this 13th., day of July, 1943, That the sale of the property mentioned in these proceedings made and reported by Robert E. Kindred, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th., 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 14th., day of August next.

The report states that the amount of sales to be $1,575.00

Filed July 13" 1943 John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., August 10, 1943.

We hereby certify, that the annexed Order Nisi - Sale - Equity 8519 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 August, 1943. The first insertion being made the 15th day of July, 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By Ellen Cole

ORDERED BY THE COURT, This 17th day of August, 1943 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 C.J.

Filed August 17" 1943.

In the Matter of the Sale of the Mortgaged Real Estate of Florence Patricia Miles, by her legal Guardians, Rowland E. Miles and Wife — No. 8519 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 Florence Patricia Miles, by her legal Guardians, Rowland E. Miles and Wife in ac. with Robert E. Kindred, Attorny named in Mortgage.

To Attorney for fee	$ 50.00	
To Attorney for commissions	79.50	$ 129.50
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor	9.00	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	24.00	
Capital-Gazette Press - Order Nisi on Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Capital-Gazette Press - Auditor's Acct.	5.00	
Wm. B. Elliott - auctioneer	10.00	
U. S. Fidelity & Guaranty Co. - bond premium	10.00	
Viola Kindred - notary fee	.50	
F. W. Kuethe - notary fee	.50	
One-half Federal revenue stamps	1.10	
One-half State revenue stamps	.75	56.85
To The Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - in full for mortgage claim filed		1,360.20
To Florence Patricia Miles, mortgagor - this balance		5.46
		$1,589.76

Cr.	July 6, 1943	Proceeds of Sale	$1,575.00
		Interest on deferred payment	10.63
			1,585.63
		Refund 1943 taxes ($8.55 - adj)	4.13
			$1,589.76

ORDER NISI.

ORDERED, This 21st., day of September, 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 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 13, 1943

We hereby certify, that the annexed Order Nisi was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 23rd day of October, 1943. The first insertion being made

the 23 day of September, 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By Blanche Bryan

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of November, 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 Nov. 12"1943

In the Matter of the	:	No. 8532 Equity
Adoption of	:	In the Circuit Court for
Judith Millard, An Infant.	:	Anne Arundel County.

To the Honorable, the Judge of the said Court.

The petition of Howard F. Millard, and Blanche W. Millard, his wife, of Severn, Anne Arundel County, Maryland, respectfully shows unto your Honor:

1. That your petitioners were married on November 17th, 1910, and reside together at Severn, Anne Arundel County, Maryland. That your petitioner, Howard F. Millard, is a machinist, now employed by the Ellicott Machine Corporation, Bush Street, Baltimore, Maryland, and your petitioner Blanche W. Millard is gainfully employed in the City of Baltimore, Maryland, in addition to being housewife at the their home in Severn, Maryland.

2. That the said Judith Millard was born on the 29th day of May, 1937, out of wedlock and her mother, Cora W. Millard, is one of two children of your petitioners, and resides with them at the their said home with said infant child; the mother, the infant child and your petitioners all being residents of Anne Arundel County.

3. That your petitioners desire, jointly, to adopt as their child the said infant, Judith Millard, in accordance with the provisions of the Code of Public General Laws of the State of Maryland (1939), Art. 16, Secs. 78-84; and they respectfully aver, allege and show, that they maintain in a modern and comfortable home at their residence afore-shown, and that they are fully capable of and amply able and willing to provide for the proper care, maintenance, education and rearing of the said infant child. And your petitioners further allege and show; that the mother of the said infant, Cora W. Millard, is willing to have this Honorable Court pass a decree of adoption in the premises, whereby her said infant child Judith Millard shall become the adopted child of your petitioners; and in proof thereof, your petitioners attach hereto as a part hereof the written consent of the said Cora W. Millard showing her willingness to have her said daughter so adopted by your petitioners, which is marked "Petitioners' Exhibit A." Ex

4. 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, the written statement of Furman Faunce,

and Sophie Faunce, his wife, in support of this petition; showing that your petitioners are fit persons to become the adopting parents of the said infant, Judith Millard, which statement is marked "Petitioners' Exhibit B."

Your Petitioners, therefore, respectfully pray:

1. That a decree may be passed by this Honorable Court, declaring the said infant child, Judith Millard, to be the adopted child and daughter of your petitioners, Howard F. Millard and Blanche W. Millard, his wife, in accordance with the laws of the State of Maryland.

2. That your petitioners may have such other and further relief in the premises as their cause and equity may require.

Jno. S. Strahorn
Solicitor for Petitioners.

Howard F. Millard.
Blanche W. Millard.

State of Maryland, Anne Arundel County, Sct.

I hereby certify, that on this 31st day of July, 1943, before me, the subscriber, a Notary Public of the said State and County, personally appeared Howard F. Millard and Blanche W. Millard, his wife, 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 therin stated, to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Helen L. Watts
Notary Public.

I, Cora W. Millard, of Severn, Anne Arundel County, Maryland, do hereby certify:

That I am the Mother of Judith Millard, who was born on the 27th day of May, 1937; that I am willing, and I hereby voluntarily declare my assent to the adoption of my said daughter by and for her to become the adopted daughter of Howard F. Millard and Blanche W. Millard his wife, who now reside at Severn, Anne Arundel County in the State of Maryland; and I do hereby voluntarily give my consent to the passage by the Circuit Court for Anne Arundel County, Maryland, IN EQUITY, of a decree of adoption, whereby my said daughter shall become the adopted daughter of said Howard F. Millard and Blanche W. Millard, his wife,

WITNESS:

Helen S. Watts

Cora W. Millard

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this 31st day of July, 1943, before me, the subscriber, a Notary Public of the said State and County, personally appeared the above named Cora W.Millard who, in my presence signed her name to the above statement, and acknowledged the said statement to be her act and deed; and at the same time she further acknowledged that she has read the said statement, and fully understands its meaning.

WITNESS my hand and Notarial Seal, at Anne Arundel County, Maryland, the day and date last above set out.

(NOTARIAL SEAL)

Helen S. Watts
Notary Public.

PETITIONERS' EXHIBIT A.

TO WHOM IT MAY CONCERN:

We, the undersigned, Furman Faunce and Sophie Faunce, his wife, of Severn, Anne Arundel County, Maryland, do hereby certify: That we have personally known, for upwards of ten years, Howard F. Millard and Blanche W. Millard, his wife, and that they maintain a comfortable home at Severn, Anne Arundel County, and are possessed of ample means for maintaining the same; that they are of good character and excellent reputation, and that the said Howard F. Millard and Blanche W. Millard are both gainfully enployed.

That their home is well known to us, and that any child would be fortunate to become a member of their household.

Furman Faunce

Sophie Faunce.

SUBSCRIBED AND SWORN TO, before me, this 31st day of July, 1943.

(NOTARIAL SEAL)

Helen S. Watts

Notary Public.

Filed Aug. 3" 1943. PETITIONERS' EXHIBIT B.

DECREE OF ADOPTION.

In the Matter of the adoption of Judith Millard, An Infant.

No. 8532 Equity

In the Circuit Court for Anne Arundel County

Howard F. Millard and Blanche W. Millard, husband and wife, of Anne Arundel County, State of Maryland, having filed their petition in this Court, praying that a decree be passed herein, declaring Judith Millard, infant, to be their adopted daughter, in accordance with the provisions of the laws of the State of Maryland; the mother of said infant having expressed her willingness to and desire for such adoption, and it appearing to the Court that the best interests and welfare of said Judith Millard, infant, will be promoted by such adoption:

IT IS THEREUPON, this 3rd day of August, 1943, by the Circuit Court for Anne Arundel County, IN EQUITY, and by the authority thereof, ADJUDGED, ORDERED AND DECREED, that Judith Millard, infant child of Cora W. Millard, be, and she is hereby, declared to be the adopted child of Howard F. Millard and Blanche W. Millard, his wife; and it is further ORDERED that the petitioners pay the costs of these proceedings.

Ridgely P. Melvin

Chief Judge.

Filed Aug. 3" 1943

Ex-parte in the matter of the petition of John Edward Quirk and Anna May Quirk, his wife.

No. 8533 Equity

In the Circuit Court for Anne Arundel County.

PETITION FOR ADOPTION, ETC. Decree Sept. 23, 1943.

To the Honorable, the Judges of said Court:

The petition of John Edward Quirk and Anna May Quirk, his wife, respectfully represents unto your Honors:

1. That your petitioners are husband and wife, having been married for more than seven years and are residents of Anne Arundel County, and have been for more than three years.

2. That on or about April 12, 1938, and for several months prior thereto, one Sara Mae Slayton was a boarder in the home of your petitioners at 1235 James Street, Baltimore, Maryland.

3. That on said day and date, to wit, April 12, 1938, there was born to the said Sara Mae Slayton in the home of your petitioners at 1235 James Street, Baltimore, Maryland, a male child, whom the said Sara Mae Slayton named James William Stevens, all of which appears upon the certified copy of the Certificate of Birth of the Commissioner of Health of Baltimore City, which is filed herewith marked, "Petitioner's Exhibit A", and which is prayed to be taken as part hereof.

4. That on or about November 15, 1938, the said Sara Mae Slayton, declaring that she did not want the said child and that she was going to the State of Pennsylvania to seek her husband, whom she represented to be one Edward Roy Slayton of the State of Pennsylvania, formerly of Frostburg, Maryland, left the home of your petitioners, leaving the said child with your petitioners, where he has remained and has been cared for and supported by them at their sole expense ever since.

5. That the said Sara Mae Slayton or her alleged husband, Edward Roy Slayton, have not communicated with your petitioners or the said child directly or indirectly since the said Sara Mae Slayton left said child with your petitioners, but your petitioners are creditably informed that the said Sara Mae Slayton and Edward Roy Slayton are non-residents of the State of Maryland but are residents of the State of Pennsylvania.

6. That your petitioners are in a position to give the said infant the proper care, support and education and that therefore they desire to adopt said infant child and have said child legally assume the name of James William Quirk.

To the end, therefore,

1. That your Honorable Court may pass a decree declaring the said infant child to be the legally adopted child of your petitioners.

11. That the name of the said infant child may be legally declared to be James William Quirk.

111. That your petitioners may have such other and further relief as their case may require.

1V. That an Order of Publication be passed by this Honorable Court giving notice to the said Sara Mae Slayton and Edward Roy Slayton of the object and substance of this petition, and warning them to be and appear in this Honorable Court, in person or by solicitor, on or before some certain day of be named therein, to show cause, if any they may have, why a decree should not be passed as prayed.

And as in duty bound, etc.

John E.Quirk
Anna May Quirk
Petitioners.

Chas. H. Doing
Solicitor for Petitioners

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 5th day of April, 1943, before me, the subscriber, a notary public of the State of Maryland, in and for Baltimore County, personally appeared John

Edward Quirk and Anna May Quirk, his wife, and made oath in due form of law that the matters and facts set forth in said petition are true to the best of their knowledge and belief.

Witness my hand and notarial seal.

(NOTARIAL SEAL) Rosalie E. Doing

Notary Public.

Filed Sept. 23" 1943.

Ex Parte: In the Matter of the Petition of James Edward Quirk and Anna May Quirk, his wife.
In re the adoption of James William Stevens.

No. 8533 Equity.
In the Circuit Court for Anne Arundel County.

ORDER OF PUBLICATION.

The object of this proceeding is to procure a decree for the adoption of James William Stevens by John Edward Quirk and Anna May Quirk, his wife, and to change the name of James William Stevens to James William Quirk.

The petition states that the said petitioners are husband and wife, having been married for more than seven years and are residents of Anne Arundel County and have been for more than three years; that the said infant was born on or about April 12, 1938, at their home, 1235 James Street, Baltimore, Maryland, to one Sara Mae Slayton who represented herself to be the wife of one Edward Roy Slayton of the State of Pennsylvania, formerly of Frostburg, Maryland; that on or about November 15, 1938, the said Sara Mae Slayton, declaring that she did not want the child and that she was going to the State of Pennsylvania to seek her said husband, left the home of said petitioners, leaving the said child with your petitioners where he has remained and has been cared for and supported by them at their sole expense ever since; that the said Sara Mae Slayton or her alleged husband have not communicated with said petitioners or the said child, directly or indirectly, since the said Sara Mae Slayton left the said child with said petitioners, but said petitioners are creditably informed that the said Sara Lee Slayton and Edward Roy Slayton are non-residents of the State of Maryland but are residents of the State of Pennsylvania; that said petitioners are in a position to give the said child proper care, support and education, and that, therefore, they desire to adopt said child and have his name legally changed from James William Stevens to James William Quirk.

It is thereupon this 5th day of August 1943, by the Circuit Court for Anne Arundel County in Equity ordered that the petitioners, John Edward Quirk and Anna May Quirk, his wife, cause a copy of this order to be inserted in some weekly newspaper published in Anne Arundel County once a week for three successive weeks before the 7th day of September 1943, giving notice to the said Sara May Slayton and Edward Roy Slayton, to appear in this Court in person or by Solicitor, on or before the 22th day of September, 1943, to show cause, if any they may have, why a decree should not be passed as prayed.

John H. Hopkins, 3rd., Clerk.

CERTIFICATE OF PUBLICATION Annapolis, Md., Sept. 15, 1943.

We hereby certify, that the annexed Order Publication - John Edward Quirk - Equity 8533 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of September, 1943. The first insertion being made the 12th day of August, 1943.

THE CAPITAL-GAZETTE PRESS, INC.
By Blanche Bryan

Upon consideration of the aforegoing petition and affidavit, it is this 23rd day of September 1943, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed, that the infant child mentioned in said petition and designated in said petition as James William Stevens, be the adopted child of the said petitioners, John Edward Quirk and Anna May Quirk, his wife, and it is further ordered and decreed that the name of the said child shall be and does hereby become James William Quirk; said petitioners to pay the costs of these proceedings to be taxed by the Court.

Ridgely P. Melvin, C.J.

Filed Aug. 5th., 1943.

No. 85955 Baltimore City Health Department Certificate of Birth Mar. 18, 1943

(1) Place of Birth : Registered No. E77893

City of Baltimore, Md. (No. 1235 James St. :

2. Full name of child James William Stevens :

3. Sex Male : 7. Date of birth April 12, 1938

FATHER : MOTHER

'. Full name Edward Roy Slayton : 17. Full maiden name Sara Mae Snyder

9. Residence (usual place of abode) If nonresident, give place and State Frostburg, Md. : 18. Residence (usual place of abode) If nonresident, give place and State 1235 James St. — —

10. Color or race White : 19. Color or race White

11. Age at last birthday 23(years) : 20. Age at last birthday 22 (years)

12. Birthplace (city or place) _____ : 21. Birthplace (city or place) Frostburg

(State or country) Pennsylvania :

(State or country) Maryland

13. Trade, profession, or particular kind of work done, as spinner, sawyer, bookkeeper, etc. Laborer : 22. Trade, profession, or particular kind of work done, as housekeeper, typist, nurse, clerk, etc. Weaver

26. Number of children of this mother (At time of this birth and including this child) A. Born alive and now living 2 (b) Born alive but now dead 0 (c)Stilborn 0

Certificate of attending Physician or Midwife

I hereby certify to the birth of this child, who was born alive at 10.45 A.m. on the date above stated.
(Born alive or stillborn)

(Signed) J. E. Savage, M. D.

Physician (or midwife) who attended this birth (MIDWIFE)

Address University Hospital

Original Filed Apr. 22, 1938; Huntington Williams, M.D. Registrar

Issued by Huntington Williams, M.D. Registrar of Vital Statistics, Per G. Cordisle

This is a true copy of the record in the Baltimore City Health Department.

Filed Aug. 5th. 1943.

In the Matter of the Trust	:	No. 8534 Equity
Estate created under the Will	:	In the Circuit Court for
of Frank Churchill Woods, Deceased	:	Anne Arundel County

PETITION, AFFIDAVIT, ORDER AND CONSENT AND EXHIBITS A and B

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Petition of Robert H. Woods and Isabel Woods respectfully represents unto your Honor:

1. Frank Churchill Woods late of Anne Arundel County, died on or about July 9, 1943, leaving a Last Will and Testament duly executed to pass real and personal property, which Will has been duly proved and is now of record in the office of the Register of Wills of Anne Arundel County. A duly certified copy of said Will is filed herewith as part hereof, marked "Petitioners' Exhibit A".

2. Under the terms of said Will the testator, Frank Churchill Woods, devised and bequeathed two-ninths of the residue of his estate, both real and personal, to the Safe Deposit & Trust Company of Baltimore, in trust to collect the income and profit therefrom and after paying out all proper costs to pay the net income to his daughter, Virginia Woods Bellamy, during her natural life, and after her decease, to continue to hold the said trust estate upon like trusts for the benefit of all the children of the said Virginia Woods Bellamy until the youngest thereof reaches the age of 21 years, and then to distribute said trust estate, as is more particularly set forth in ITEM TWO of said Will.

3. The Safe Deposit & Trust Company, the Trustee named in said Will, has never acted and has declined to act as such Trustee and has filed with the Register of Wills of Anne Arundel County a written renunciation of said trust duly signed and attested, a certified copy of which is filed herewith as part hereof, marked "Petitioners' Exhibit B".

4. It will be necessary that a new Trustee be appointed by this Court in place of Safe Deposit & Trust Company to perform and carry out the said trust in the said Will of Frank Churchill Woods, deceased, and your Petitioners, as Executors of said Will, respectfully nominate and suggest as such Trustee, the Maryland Trust Company, which has agreed to act in the event it is appointed by this Court.

WHEREFORE your Petitioners pray:

1. That a new Trustee be appointed in the place and stead of Safe Deposit & Trust Company so declining and renouncing said trust.

2. And for such other and further relief as may be required.

AND as in duty bound, etc.

Robert H. Woods,
for himself and Isabel Woods, Executors of the Will of Frank Churchill Woods - Petitioners

William H. Hudgins
Solicitor for Petitioners.

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, that on this 7th day of August, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Robert H. Woods, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge, information and belief.

AS witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Elsie W. Halsted
Notary Public.

UPON the aforegoing Petition and Affidavit, it appearing to the Court that the Safe Deposit and Trust Company, the Trustee named in the Will of Frank Churchill Woods, deceased, has declined to act as such Trustee and has duly filed a written renunciation of said trust, it is by the Circuit Court of Anne Arundel County in Equity, this 9th day of August, in the year 1943 ADJUDGED, ORDERED AND DECREED that in place of the said party so declining to manage said trust, the Maryland Trust Company be and it is hereby appointed Trustee with all the powers and subject to all the duties in said Will set forth.

Ridgely P. Melvin, Judge.

The Maryland Trust Company hereby consents to accept the trust created under the Will of Frank Churchill Woods, if appointed by the Court in the place of the Safe Deposit and Trust Company of Baltimore.

MARYLAND TRUST COMPANY

By Geo B Pelton Trust Officer

Filed Aug. 9" 1943.

PETITIONER'S EXHIBIT B.

The undersigned Safe Deposit and Trust Company of Baltimore, named as Trustee under the Will of Frank Churchill Woods for the 2/9ths share of the residuary estate to be held for the benefit of Virginia Woods Bellamy etc., does hereby decline and refuse to act as such Trustee and does hereby renounce all rights which it might have by virtue of said appointment.

As witness its Corporate Seal duly attested and the signature of W. R. Hubner, its Vice President this 30th day of July 1943.

Attest: (CORPORATE SEAL) SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE

John T. Kenny

Assistant Secretary By W. R. Hubner

Vice President

Filed Aug. 7" 1943.

PETITIONER'S EXHIBIT "A"

I, Frank Churchill Woods, of Anne Arundel County, State of Maryland, being of sound and disposing mind, memory and understanding, do make this my Last Will and Testament, hereby revoking all other wills and codicils heretofore made by me, in manner following, that is to say:-

ITEM 1. After the payment of all just debts and funeral expenses, I give, devise and bequeath to my wife, Virginia Lee Woods, provided she survives me, all my estate and property of every description and wheresoever situate.

ITEM 11. In the event my wife, Virginia Lee Woods, predeceases me, I give, devise and bequeath all my estate and property of every description and wheresoever situate to my children hereinafter named in the following proportions: Robert Hall Woods, two-ninths, Isabel Woods, three-ninths; Frances Churchill Wierum, two-ninths; to be held by them absolutely and in fee simple. The remaining two-ninths of my estate, real and personal, wheresoever situated, I give, devise and bequeath to the SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE, in trust to collect the rents, issues and profits thereof and apply the same, in the first place, to the payment of all taxes thereon and the expenses incident to the management of

said property in the manner in which in the judgment of said trustee, its productiveness will be best maintained, and afterwards to pay the net rental or income therefrom to my daughter, Virginia Woods Bellamy, during her natural life, and after her decease, in trust, to continue to hold said property, real and personal, upon like trusts, for the benefit of all the children of the said Virginia Woods Bellamy until the youngest of said children reaches the age of twenty-one years, paying the net income therefrom in the meantime, at least as often as semi-annually, to the said children in equal shares, the surviving children of any deceased child of the said Virginia Woods Bellamy to receive the same share of income and at the same dates as such deceased child would have taken if living. Upon the attainment of the age of twenty-one years by the youngest child of the said Virginia Woods Bellamy, the aforesaid trust shall cease, and said trust property shall vest absolutely in possession of the children of the said Virginia Woods Bellamy, and shall be divided among them, share and share alike, the surviving children of any deceased child of the said Virginia Woods Bellamy to take the same share as such deceased child would have taken if living.

Upon and in the event of the death of my daughter, Virginia Woods Bellamy, without leaving child, children or descendants of a child her surviving, the said trust shall also cease, and the said trust estate, both principal and accumulated income, shall be distributed and paid in equal shares to such of my children as may be then living, the child, children or descendants of any child of mine who may have predeceased the said Virginia Woods Bellamy to stand in loco parentis and be entitled to receive the share which his parent would have taken if living.

I hereby authorize my said trustee or any successor in the trust to make any change in the trust fund which it or they may deem judicious, and to that end to sell and convey any property belonging to said trust, either real or personal, and the proceeds thereof, to reinvest in good and well secured investments which shall go and remain in the same trust.

LASTLY, I hereby constitute and appoint my son, Robert Hall Woods, and my daughter, Isabel Woods, the Executors of this, my Last Will and Testament, and request that no bond or other security be required of them for the faithful performance of their duties as such Executors.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, this 23rd day of April, in the year one thousand nine hundred and forty-one.

Frank Churchill Woods (SEAL)

Signed, sealed, published and declared by the above named testator as and for his Last Will and Testament in the presence of us, who, at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses.

G. William Peppler

William H.Hudgins

Anne Arundel County, Ss:

On the 20th day of July, 1943, came Robert Hall Woods and made Oath in due form of law that he does not know of any Will or Codicil of Frank Churchill Woods late of said County deceased, other than the above instrument of writing, and that he found the same in deceased's safe deposit box. "All legatees notified. Frank Churchill Woods departed this life on the 9th day of July, 1943.

Sworn to before the subscriber,

Test: Frank M. Bond

Deputy Register of Wills for Anne Arundel County

Anne Arundel County, Ss:

On the 20th day of July, 1943, came William H.Hudgins one of the subscribing witnesses to the aforegoing last Will and Testament of Frank Churchill Woods late of said County deceased, and made oath in due form of law that he did see the Testator Frank Churchill Wood_ sign and seal this Will; that he heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of his apprehension of sound and disposing mind, memory and understanding; and that he together with G. William Peppler 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: Frank M. Bond.
Deputy Register of Wills for Anne Arundel County

Anne Arundel County, ss:

On this 20th day of July A. D. 1943, personally appeared William H. Hudgins who on oath says that he is well acquainted with G. William Peppler and that affiant knows his handwriting, having often seen him write; that after examining the signature of G. William Peppler on the paper writing purporting to be the last Will and Testament of Frank Churchill Woods deceased, late of Anne Arundel County, Maryland, affiant declares the same to be in the handwriting of said G. William Peppler and it is well known to affiants that said G. William Peppler cannot be reached at this time.

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

Frank M. Bond
Deputy 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 Frank Churchill Woods late of said County deceased, and also the evidence adduced as to its validity, orders and decrees this 20th day of July, 1943, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Frank Churchill Woods, 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 Frank Churchill Woods late of said County deceased together with proof and probate thereof taken from The original, which is one of the records, filed, and
Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 3rd day of August in the year of our Lord, nineteen hundred and forty-three.

(COURT SEAL) R. Glenn Prout
Register of Wills for Anne Arundel County.

Filed Aug. 7" 1943.

In the Matter of the Sale of the Mortgaged	:	No. 8116 Equity
Property of William D. Connellee	:	In the Circuit Court
Ethel L. Connellee	:	for
Leonidas Turner	:	Anne Arundel County

ORDER TO DOCKET SUIT

Mr. Clerk:

Please Docket Suit in the above entitled cause and file the mortgage exhibit mark ed "White Eagle Polish American Building and Loan Association of Baltimore City, Inc. Mortgage Exhibit."

Joseph B. Griesacker, Attorney.

Filed Dec. 10, 1940

White Eagle Polish American Building & Loan Ass'n of Baltimore City, Inc. Mortgage Exhibit.

THIS MORTGAGE, Made this 24th day of April in the year one thousand nine hundred and thirty between William D. Connellee and Ethel L. Connellee, his wife and Leonidas Turner of the City of Baltimore, in the State of Maryland, Mortgagors, and the White Eagle Polish American Building and Loan Association a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said mortgagors being members of the said body corporate have received therefrom an advance of twenty two hundred ($2200.00) Dollars, being the balance of the purchase price paid for the hereinafter described property on twenty two shares of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar the said mortgagors do grant unto the said mortgagee and its successors and assigns, all that lot piece or parcel of ground situate and lying in the County of Anne Arundel and described as follows:

Being all that lot known as lot No. 217 on the Revised Plat of Pines on the Severn dated October 1923 and recorded among the Plat Records of said County including the rights, uses etc contained in the deed hereinafter mentioned.

BEING the same property which by deed dated even date hereof and intended to be recorded among said Land Records immediately prior hereto was granted and conveyed by Leonidas G. Turner and wife to the said William D. Connelle_ and wife. The said Leonidas G. Turner joins herein for the purpose of guaranteeing the mortgage and securing the payment of the mortgage debt.

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

To have and to hold the said property with the improvements and appurtenances aforesaid, unto the said mortgagee its successors and assigns in fee simple

Provided, that if the said mortgagors shall make the payments and perform the covenants as herein provided, then this mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

AND the said mortgagors for themselves covenant with the said mortgagee, its successors and assigns, to pay and perform as follows: that is, to pay weekly to the said mortgagee, its

successors or assigns, the sum of five dollars and fifty cents as dues until the said sum of twenty two hundred dollars shall be repaid; and also to pay weekly, at the time and place specified by the mortgagee, the sum of two dollars and sixty four cents as interest until the sum of one hundred dollars shall be repaid in weekly dues, when the said weekly payments of interest shall be reduced twelve cents; and so on, and as often as one hundred dollars shall be so repaid in dues, the weekly payments of interest shall be so reduced twelve cents; to pay all fines and penalties that may be imposed upon them by said mortgagee in accordance with its charter, constitution or by-laws which by-laws are hereby made a part hereof; to pay all taxes and water rent, and other public dues and charges for which the property hereby mortgaged is now or may become liable, when payable, and for the purpose of paying the same the said mortgagors hereby covenant to pay weekly to the said mortgagee, its successors and assigns, the sum of one dollar which the said mortgagee shall from time to time apply to the payment of said expenses, and in the event that said sum should in any year during the continuance of this mortgage be insufficient to pay said expenses, then the said mortgagors will on demand pay the difference, but should said sum be more than sufficient, the excess shall be credited to the mortgagors

AND it is agreed that until default be made in the premises, the said mortgagors shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable.

In the event of a transfer or change of ownership of said property hereby mortgaged without written consent of said mortgagee its successors or assigns, the said mortgagee its successors and assigns reserve the right to demand payment of said mortgage debt and interest hereby secured and if not paid on demand then this mortgage may be foreclosed under the assent herein contained.

AND upon any default in the terms of this mortgage, a sale may be made by the said mortgagee, its successors or assigns, or by FRANK E. POFFEL their attorney, under Article LXVl, sections 6 to 10, inclusive, of the Maryland Code of 1904, Public General Laws, or any other general or local laws of the State of Maryland relating to mortgages. And such sale shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots; and the sale shall be made after giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the County in which the land is situate; and the party selling may also give such other notice as he may deem expedient; and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient.

AND it is agreed that upon any sale of said property under this mortgage the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of fifty dollars for conducting the proceedings if without contest, but if legal services be rendered to the mortgagee or its assignee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the mortgagee, its personal representatives, successors or assigns hereunder, whether the same shall have then matured or

Principal Mortgage Debt ----------	$2200.00
Paid on Account thereof ----------	453.80
Balance due on Principal Account. ----------	1746.20
Charge taxes paid ----------	509.76
	$2255.96
Credit Rents Collected ----------	none
Balance due ----------	$2255.96

Simon P. Jarosinski, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE

I HEREBY CERTIFY, that on this 6th day of January in the year one thousand nine hundred and forty-one, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Simon P. Jarosinski, Secretary of The White Eagle Polish American Building and Loan Association of Baltimore City, Inc. the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Nancy M. Bennett,
Notary Public

Filed March 12" 1941.

REPORT OF SALE

In The Matter of Sale of Mortgaged Property of William D. Connellee and Ethel L. Connellee, his wife Leonidas Turner

No. 8116 Equity
In the Circuit Court for
Anne Arundel County.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Joseph B. Griesacker, Assignee of the Mortgage which is filed as exhibit in these proceedings, respectfully shows:

That the said Mortgage being in default, the said Joseph B. Griesacker, as the Assignee thereof in pursuance and by virtue of the power of sale contained in said mortgage, after having given bond with surety duly approved and having advertised the property in the said mortgage mentioned and thereby conveyed for more than three weeks in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County published weekly, thereby giving notice of time, place and manner and terms of sale, did attend in person at the Court House Door at Annapolis, Maryland, on Thursday, January 30, 1941 at eleven o'clock A.M. that being the time and place advertised for the said sale and did then and there offer said property at public sale and sold the property described in said mortgage for Eleven Hundred dollars ($1100.00) unto The White Eagle Polish American Building and Loan Association of Baltimore City, Inc., in fee simple, which property is described as follows:

Being Lot No. 217 (two hundred and seventeen) as shown on a revised plat filed in the office of the Clerk of the Circuit Court of Anne Arundel County in Cabinet No. 1, Rod A, folio 3, and marked "Sub-division of lots 216-217, The Pines on the Severn Plat, October, 1923", having a frontage of seventy (70) feet on the south side of Ridgeway with a depth of one hundred and thirty (130) feet tapering to a width of three (3) feet at the rear of the lot, with the use in common of the roads extending from Chase Creek to the Baltimore and Annapolis Boulevard, and also the use in common with others of the lots of ground designat-

ed as "Community Lots" on the Plat of The Pines on the Severn.

The said purchaser being the highest bidder for the same.

All of which is respectfully submitted.

Joseph B. Griesacker

Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 10 day of February in the year one thousand nine hundred and forty-one, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared Joseph B. Griesacker, Assignee and he made oath in due form of law that the matters and facts set forth in the aforegoing report of sale are true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Nancy M. Bennett

Notary Public.

ADVERTISEMENT OF SALE.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE DWELLING PROPERTY Situated at the Beautiful and Restricted Development of Pines on the Severn, in the Fifth Election District of Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from William D. Connellee and Ethel L. Connellee, his wife, and Leonidas Turner unto the White Eagle Polish American Building and Loan Association, dated April 24, 1930, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 65, folio 144 etc., (said mortgage having been assigned of record), the undersigned Assignee of said mortgage (a default having occurred thereunder) will sell at public auction, at the Court House door, at Annapolis, Maryland, on Thursday, January 30, 1941, at 11 o'clock A.M. the following fee-simple property and the improvements thereon:

Being lot No. 217 (two hundred and seventeen) as shown on a revised plat filed in the office of the Clerk of the Circuit Court of Anne Arundel County in Cabinet No. 1, Rod A, folio 3, and marked "Sub-division of Lots 216-217, The Pines on the Severn Plat, October, 1923", having a frontage of seventy (70) feet on the south side of Ridgeway with a depth of one hundred and thirty (130) feet tapering to a width of three (3) feet at the rear of the lot, with the use in common of the roads extending from Chase Creek to the Baltimore and Annapolis Boulevard, and also the use in common with others of the lots of ground designated as "Community Lots" on the Plat of The Pines on the Severn.

Improved by a frame dwelling house, one story, bungalow type.

TERMS OF SALE: A deposit of three hundred dollars ($300.00) will be required of the purchaser at the time of sale, and the balance of the purchase price, with interest at the rate of six per centum (6%) per annum to be paid in cash upon final ratification of sale. Taxes and all other public charges to be adjusted to the day of sale.

George W. Scible, Joseph B. Griesacker, Assignee

Auctioneer, Annapolis. 110 E. Lexington Street, Baltimore, Maryland.

ORDER NISI

Ordered, this 11th., day of February, 1941, That the sale of the property mentioned in

not; and third, the balance, if any, to the said mortgagors and half of such commissions and all such expenses and costs shall be paid by the mortgagors in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

AND it is covenanted that until default be made in any covenant ---------- ---------- or condition of this mortgage (but not thereafter), the said mortgagors shall have possession of the property, upon paying in the meantime all taxes and assessments, ground rents, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, ground rents, public dues and charges the said mortgagors covenant to pay when legally due, and upon payment thereof to exhibit to the mortgagee the receipted bills thereof, at the place of business of the mortgagee, or its agent. And upon any default in any of the covenants of this mortgage the mortgagee shall be entitled, without notice to the mortgagors, to the immediate appointment of a receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the mortgagee as additional security.

AND the said mortgagors covenant to keep the improvements on the land insured against loss by fire, in an insurance company or companies selected by, and in an amount designated by, the said mortgagee, and to cause the policy or policies to be so framed or indorsed as in case of fire to inure to the benefit of the said mortgagee, its successors or assigns, to the extent of its lien or claim under this mortgage, and to deliver the policy or policies to the mortgagee, to be kept by the mortgagee. And in the event of any loss by fire the insurance company or companies are hereby directed by the mortgagor to make payment for such loss to the mortgagee only, and not to the mortgagors and mortgagee jointly; such payment to the mortgagee shall be applied to the extinguishment of the principal, interest and expenses secured by this mortgage whether then due or not, but shall not exceed the amount payable under this mortgage. And the said mortgagors covenant to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

WITNESS the hands and seals of the said mortgagors

Witness:

Simon P. Jarosinski

William D. Connellee (SEAL)

Ethel L. Connellee (SEAL)

Simon P. Jarosinski

Ethel L. Connellee (SEAL)

Leonidas G. Turner (SEAL)

State of Maryland, Baltimore City, to wit:

I HEREBY CERTIFY that on this ____ day of April in the year one thousand nine hundred and thirty before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William D. Connellee and Ethel L. Connellee, his wife and Leonidas G. Turner and the_all acknowledged the foregoing mortgage to be their act.

At the same time also appeared Henry Poffel President of said body corporate mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

(NOTARIAL SEAL)

Simon P. Jarosinski

Notary Public.

Baltimore, Maryland, December 9, 1940. The White Eagle Polish American Building and Loan As-

sociation of Baltimore City, Inc., hereby assigns the within mortgage unto Joseph B. Griesacker for the purpose of foreclosure.

Attest: (CORPORATE SEAL) WHITE EAGLE POLISH AMERICAN BUILDING & LOAN ASSOCIATION OF BALTIMORE CITY, INC.

Simon P. Jarosinski,
Secretary

By John J. Polek- President

Received for Record Dec. 10, 1940, at 3 o'clock P.M. Same day recorded in Liber F.S.R. No. 65 Folio 147 etc., one of the Records of Anne Arundel County, and examined.

Per John H. Hopkins, 3rd., Clerk.

Filed Dec. 10, 1940.

Bond --Filed & Approved this 30th day of Dec. 1940. John H. Hopkins, 3rd., Clerk.

EAGLE INDEMNITY COMPANY

KNOW ALL MEN BY THESE PRESENTS, That we, Joseph B. Griesacker, 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 Dec., Nineteen Hundred and Forty

WHEREAS, by virtue of a power of sale contained in a mortgage from Wm. D. Connelle_ & Wife, et al. to White Eagle Polish American Bldg. & Loan Ass'n. bearing date on or about the 24 day of April Nineteen Hundred and Thirty the said Joseph B. Griesacker, 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 Joseph B. Griesacker, 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 Joseph B. Griesacker, 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: Joseph B. Griesacker (SEAL)
Assignee

Lina Johnson (CORPORATE SEAL) Eagle Indemnity Company

By: Benjamin Michaelson

Attorney-in-fact.

Filed Dec. 30" 1940.

STATEMENT OF MORTGAGE CLAIM.

Under mortgage from William D. Connellee and Ethel L. Connellee, his wife and Leonidas Turner unto the White Eagle Polish American Building and Loan Association of Baltimore City, Inc. dated April 24, 1930 and recorded in Liber F. S. R. No. 65 folio 144.

these proceedings made and reported by Joseph B. Griesacker, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th., day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th., day of March next.

The report states that the amount of sales to be $1100.00

Filed Feby. 11th., 1941 John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., March 13, 1941

We hereby certify, that the annexed Notice- Order Nisi - Sale - William D. Connellee was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of March, 1941. The first insertion being made the 13th day of February, 1941.

THE CAPITAL-GAZETTE PRESS, INC.

By Ruth Gott

ORDERED BY THE COURT, This 1st day of May, 1941 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cuase 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 1, 1941.

AUDITOR'S REPORT AND ACCOUNT.

In the Matter of the Sale of the
Mortgaged Real Estate of
William D. Connellee, et al

No. 8116 Equity
In the Circuit Court for
Anne Arundel County

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of William D. Connellee, et al
in ac. with Joseph B. Griesacker, Assignee.

To Assignee for fee	$ 50.00	$
To Assignee for commissions	62.00	112.00
To Assignee for Court costs, viz;		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	12.65	
Auditor	9.00	31.65
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale Order nisi on	25.50	
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	
Eagle Indemnity Co. - bond premium	10.00	
George W. Scible - auctioneer's fee	10.00	

To Notary fees	$ .50	$ 56.75
To White Eagle Polish-American Building & Loan Association, mortgagee - this balance on account mortgage claim		899.60
		$1,100.00

Amount of mortgage claim filed	$2,255.96
Cr. Amount allowed as above	899.60
Balance subject to decree in personam	$1,356.36

Cr. Jan. 30 1941 Proceeds of Sale	$1,100.00
	$1,100.00

ORDER NISI.

ORDERED, This 14th., day of October, 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 15th., 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 15th., day of November next.

Filed Oct. 14" 1943. John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., November 15, 1943

We hereby certify, that the annexed Order Nisi - Equity 8116 - William D. Connellee was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of November, 1943. The first insertion being made the 21st day of October, 1943.

The Capital-Gazette Press, Inc.

By Blanche Bryan

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of February, 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 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 Feb. 7" 1944

In the Matter of the Petition	:	No. 8540 Equity
for Adoption of infant, Eleanor	:	In the Circuit Court for
Musselman, and change of name.	:	Anne Arundel County.

PETITION for Adoption and Order of Court:

To the Honorable, the Judges of said Court:-

The Petition of Alva Gott and Dorothy Howard Gott, his wife, of Gambrills, Anne Arundel County, Maryland, respectfully shows:-

1. That they are married, and have been for a number of years, living at Gambrills, Anne Arundel County, and residents of said County. That they are in a position to provide a comfortable and happy home for this child whose adoption they pray.

2. That they are desirous of adopting the child Eleanor Musselman, born May 14th, 1937, in this county, unto one Carolyn Musselman, out of wedlock, the father of said child being unknown.

3. That the said child has been in the home of the Petitioners since June 4th, 1938, being placed there by the Anne Arundel County Welfare Board when a little over a year old, and has become attached to them, as they have to her. That her supervision all this time has been under the said Welfare Board, and the conduct and home of the Petitioners passed upon by this agency, who have filed herewith their approval and consent to this adoption.

4. That the mother of the said infant is filing herewith her consent to the adoption, and waiving all claim to the said infant.

5. That they have become attached to said child and are desirous of adopting her and rearing her as their own, and to confer on her all the rights and benefits arising out of the relationship of parent to child.

6. They ask that her named be changed from Eleanor Musselman to Eleanor Gott.

WHEREFORE these Petitioners pray:-

That a Decree be passed declaring the said Eleanor Musselman to be the adopted child of Alva Gott and Dorothy Howard Gott, his wife.

That the name of the child be changed to Eleanor Musselman.

That they may have such other and further relief as their case may require.

Alva Gott

Dorothy Howard Gott

Petitioners.

I hereby certify that on this 14" day of August, 1943 before me the Subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Alva Gott and Dorothy Howard Gott, his wife, and each acknowledged the aforegoing Petition to be their act and deed.

Witness my hand and seal this 14" day of August, 1943.

(NOTARIAL SEAL)

Clara M. Howard (SEAL)

Notary Public.

Filed August 19" 1943

Anne Arundel County WELFARE BOARD 229 Prince George Street Annapolis, Maryland

July 16, 1943

Circuit Court
Anne Arundel County, Annapolis, Maryland

Re: Eleanor Musselman
Born: 5-14-37 CWB: #5044

The Anne Arundel County Welfare Board concurs in the petition for adoption of Eleanor Musselman by Mr. and Mrs. Alva Gott of Gambrills, Maryland. Eleanor has been in the Gott home since June 4, 1938. She has received excellent care and has been considered one of the Gott family. This agency has supervised her placement during her entire stay in the home and feels that Eleanor will benefit by being legally adopted. She is of normal intelligence and is physically well.

Eleanor is the illegitimate daughter of Carolyn Musselman, who has limited mentality and who is very unstable. She has no home to offer the child, and it is doubtful that she will ever be able to care for the child in the future. She has never been able to support Eleanor. The Anne Arundel County Welfare Board has assumed this responsibility.
She is willing for the legal adoption to take place and understands that she is giving up her right to the child. This decision was made of her own free will. We have advised the Gotts to approach the Court in the regular manner.

Clara Willman

Executive Secretary.

I, Carolyn Musselman, agree to place my child, Eleanor Musselman, for legal adoption in the home of Alva and Dorothy Gott. I hereby agree to abide by any decision of the Circuit Court of Anne Arundel County making my child the legally adopted child of Alva and Dorothy Gott.

I understand that this means I will no longer have any right to the child. I am making this decision upon my own free will and violition.

Miss Carolyn H Musselman

Personally appeared before me, the undersigned, a Notary Public of the State of Md. residing at Gambrills, in the said state, this 6th day of July, 1943. Carolyn Musselman, who made oath in due form, that the above statements are true.

Witness my hand and seal

(NOTARIAL SEAL)

Geneva H. Anderson

Notary Public

ORDER OF COURT.

Upon consideration of the aforegoing Petition, it is thereupon this 19th day of August; 1943, by the Circuit Court for Anne Arundel County, in Equity, and by authority of this Court, adjudged, ordered and decreed that Eleanor Musselman, born May 14th, 1937, be and she is hereby declared to be the legally adopted child of Alva Gott and Dorothy Howard Gott as prayed in said Petition; and that the name of the said child, Eleanor Musselman, be and the same is hereby changed from Eleanor Musselman to Eleanor Gott; and that the Petitioner pay the costs of these proceedings to be taxed by the Clerk.

Ridgely P. Melvin Chief Judge.

Filed August 19" 1943.

HERBERT C. MURPHY and MANIE G. MURPHY, his wife : No. 8543 Equity

VS. : In the Circuit Court for

EDWARD GRAHAM WHITBY, infant DAVID E. WHITBY: Anne Arundel County

AND HELEN L. WHITBY, his wife.

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Herbert C. Murphy and Manie G. Murphy, his wife, by Louis M. Strauss, Their Attorney, respectfully shows:

ONE: That be deed dated the 6th day of May, 1939, and duly recorded among the Land Records of Anne Arundel County in Liber J.H.H., No. 197, folio 334; David E. Whitby and Helen L. Whitby, his wife, conveyed a tract of land in the Third Election District of Anne Arundel County, containing 10.03 acres of land, more or less, to Edward Graham Whitby in fee simple, the said Edward Graham Whitby being then and now a minor, he being at the time of the filing of this Bill, 19 years of age; and, that he was born on April 24, 1924; and a certified copy of the aforegoing deed is filed herewith as the Complainants "Exhibit #1".

TWO: That on the 2nd day of July, 1943 the said Edward Graham Whitby, acting through his natural parents, David E. Whitby and Helen L. Whitby, and in his individual capacity, bargained and sold the land described in the aforegoing deed to and unto your Complainants, save and except 1.12 hundredths acres taken by the Maryland State Roads Commission for use as a Public Highway, and your Complainant represents that at the time of entering into the said contract they had no knowledge that the said Edward Graham Whitby was 19 years old and incapable of executing a good and merchantable title to the land purchased by your Complainants. A copy of the said contract of sale is filed herewith as the Complainants' "Exhibit #2."

THREE: That your Complainants ascertained from the Land Records of Anne Arundel County, that the title to the aforesaid property was free and clear of all encumbrances; and, accordingly, assumed that the said Edward Graham Whitby, who resides in Georgianna, Alabama, was capable and able to grant and convey title to the aforesaid premises to your Complainants; and your Complainants represents to this Honorable Court that they were always and are now ready willing and able to pay the purchase price and in other manners to comply with the conditions of the contract of sale filed herewith; and, in furtherance thereof, spent large sums of money in improving the land purchased by your Complainants by moving a valuable dwelling and building thereon, the property of your Complainants, which required immediate removal because of the fact that the State Roads Commission of Maryland was constructing a Public Highway over and through the premises where the building was erected and maintained.

FOUR: That since advising the said respondents of the inability of said Edward Graham Whitby to convey this property, the said Defendants, for themselves and as natural guardians of the said Edward Graham Whitby, infant, were advised of the necessity of having a guardian ad litme appointed by a Court of competent jurisdiction, to act for and in behalf of the said Edward Graham Whitby, infant, in order to furfill any obligations in the premises and to protect his interest as an infant; and, that the said respondents have failed and refused to submit the premises to the jurisdiction of the Circuit Court for Anne Arundel County in order to do equity ---------- to and unto your Complainants.

FIVE: That the said Edward Graham Whitby, infant, and David E. Whitby and Helen L. Whitby,

his parents and natural guardians, are all non-residents of the State of Maryland and reside in Georgianna, Alabama.

SIX: That the said sale of the said premises for the sum of $1,250.00, as set forth in the contract of sale, "Complainants' Exhibit #2," is a good and fair market price therefore and that the sale thereof by the said respondents to the Complainants, would be for the benefit and advantage of said infant and Defendants.

Your Complainants therefore pray your Honorable Court:

(a) To pass such Order or Orders in the premises as may be necessary to protect and transfer, also to complete the sale of the property mentioned in these proceedings; in accordance with the contract of sale, filed herewith and to otherwise specifically enforce the contract of sale.

(b) That an Order of Publication, giving notice to the non-resident Defendants, namely Edward Graham Whitby, infant, David E. Whitby and Helen L. Whitby issued, giving them notice of the object and substance of <u>of</u> this Bill of Complaint.

(c) That after the expiration of said notice, a Guardian ad litem be appointed on proper petition, to answer for and defend this suit in behalf of Edward Graham Whitby, infant.

(d) That a Trustee be appointed in this premises to convey unto your Complainant, upon payment of the purchase price, the property purchased by them as herein set forth.

(c) And for such further and other relief in the premises as this Honorable Court may deem just and proper.

And as in duty bound, etc.

Herbert C. Murphy
Complainant

Manie G. Murphy
Complainant

Louis M. Strauss
Solicitor for Complainants.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 11th day of August, 1943, before me, the subscriber, a Notary Public of the State of Maryland, City aforesaid, personally appeared Herbert C. Murphy and <u>and</u> they acknowledged the facts set forth in the aforegoing Bill of Complaint to be true to the best of their knowledge.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Mary M. Gilmore
Notary Public

Filed August 23" 1943

"COMPLAINANTS' EXHIBIT # 1"

(INT. REV. STAMPS 50¢) (MD. STATE STAMPS 40¢)

THIS DEED, made this 6th day of May, 1939, by and between David E. Whitby and Helen L. Whitby, his wife, of the first part, grantors, and Edward Graham Whitby, of the second part, grantee.

WITNESSETH, that for the sum of five dollars and other valuable considerations paid by the second party to the first parties, receipt whereof is hereby acknowledged, the said David E. Whitby and Helen L. Whitby, his wife, have bargained and sold and by these presents

do grant and convey unto the said Edward Graham Whitby, his heirs and assigns, in fee simple, all that parcel of land in the Third Election District of Anne Arundel County, Maryland, described as follows:

BEGINNING for the same at an iron pipe set on the southeast side of the public road leading to Broad Neck and also in a southwesterly direction to the Annapolis Boulevard, said iron pipe and place of beginning being in the South 54 degrees 50 minutes East 97 1/8 perch line of the whole tract containing 207 acres of land, more or less, which was conveyed by Alexander Randall and Alexander B. Hagner, Trustees, to Philip Pettebone, by deed dated February 4, 1861, and recorded among the land records of said county in Liber N.H.G. No. 10, folio 31; thence running from the said beginning point so fixed and with part of the aforesaid south 54 degrees 50 minutes east 97 1/8 perch line as now corrected for variation, south 50 degrees 52 minutes east 1460.25 feet to a stake set in the marsh; thence leaving the above mentioned south 54 degrees 50 minutes east 97 1/8 perch line, and running across part of the whole tract north 39 degrees 08 minutes east 300 feet; thence parallel with the first line of this description, north 50 degrees 52 minutes west 1400.93 feet to an iron pipe set on the southeast side of the first mentioned public road; thence continuing the last course north 50 degrees 52 minutes west 20.41 feet more or less to a point in said road; thence the three following courses and distances and with the aforesaid road, south 47 degrees 01 minutes west 6.98 feet, south 53 degrees 15 minutes west 210.7 feet, and south 46 degrees 15 minutes west 89.43 feet; thence leaving said road and running south 50 degrees 52 minutes east 24.52 feet to the place of beginning.

Containing 10.03 acres of land more or less, Being the same property that was conveyed to David E. Whitby and Helen L. Whitby, his wife, by Geoffrey R. Koefoed and Naomi H. Koefoed, his wife, and Charles F. Lee and Lottie E. Lee, his wife, by deed dated March 20, 1931, recorded in Liber F. S. R. No. 83, folio 254.

TOGETHER with the buildings and improvements thereon, and all the rights and appurtenances thereunto 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 Edward Graham Whitby, his heirs and assigns, in fee simple, forever.

AND the said grantors covenant that they will warrant specially the title to the property hereby conveyed, and that they will execute such other and further assurances thereof as may be requisite.

Witness the hands and seals of the parties hereto.

Attest: David E. Whitby (SEAL)

A. W. Baker Helen L. Whitby (SEAL)

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this 6 day of May, 1939, before the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared David E. Whitby and Helen L. Whitby, his wife, and acknowledged the foregoing deed to be their act.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Robert Stallings

Notary Public

Recorded May 8, 1939 at 11 A.M.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the aforegoing Deed was truly taken and copied from Liber J.H.H. No. 197, folio 334, 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 10th day of August, A.D. 1943.

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

Per: R.E.P.

Filed August 23" 1943

"COMPLAINANTS' EXHIBIT #2"

THIS AGREEMENT, Made this second day of July nineteen hundred and Forty Three, between EDWARD GRAHAM WHITBY of the first part and HERBERT C. MURPHY AND MANIE G. MURPHY, HIS WIFE, AS TENANTS BY THE ENTIRETIES of the second part.

Witnesseth, that the said party of the first part does hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in The Third Election District of Anne Arundel County, Maryland, being nine acres, more or less, located on the southeast side of the public road leading to Broad Neck, and also in a southwesterly direction to the Annapolis Boulevard, together with all improvements thereon, in fee simple. Being the same property that was conveyed to Edward Graham Whitby by David E. Whitby and Helen L. Whitby, his wife, by Deed dated May 6, 1939, and recorded among the Land Records of Anne Arundel County in Liber JHH 197, folio 334, and being also the same property that was conveyed to David E. Whitby and Helen L. Whitby, his wife, by Geoffrey R. Koefoed and Naomi H. Koefoed, his wife, and Charles F. Lee and Lottie E. Lee, his wife, by Deed dated March 20, 1931, and recorded amongst said Land Records in Liber FSR 83, folio 254, saving and excepting one & 12/100 acres more or less, being taken by the Maryland State Roads Commission through condemnation proceedings.

At and for the price of TWELVE HUNDRED FIFTY AND NO/100 Dollars, of which FIFTY AND NO/100 Dollars, have been paid prior to the signing hereof and the balance to be paid as follows: the balance of Twelve Hundred Dollars ($1200.00) to be paid within thirty days from date.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, to be paid or allowed for by the Vendor to date of settlement.

Time is the essence of this contract.

It is understood that the Vendees are to pay Fred E. Voges, Broker, the Real Estate Commission of 5% on the above sale price.

Witness our hands and seals. 7/17/43

Test:

W. F. Sellers

Herbert W. Bowen

Edward Graham Whitby)
)
David E. Whitby)Guardians
)
Helen L. Whitby)

Herbert C. Murphy (SEAL)

Manie G. Murphy (SEAL)

Filed August 23" 1943

Herbert C. Murphy and Marie G. Murphy — No. 8543 Equity

vs. — In the Circuit Court

Edward Graham Whitby David E. Whitby — for

Helen L. Whitby — Anne Arundel County

DEMURRER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

David E. Whitby and Helen L. Whitby, his wife, by Emanuel Klawans, their solicitor, demur to the bill of complaint filed against them in the above cause, on the ground that it is apparent from the contract of sale filed as exhibit No. 2 with the bill of complaint that they are not parties to said contract and have no liability thereon and it does not afford any basis for this suit against them. They pray that this suit be dismissed as against them.

And as in duty bound, etc.

E. Klawans Solicitor

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I hereby certify that on this 10 day of September, 1943, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Emanuel Klawans on behalf of David E. Whitby and Helen Whitby and made oath in due form of law that the above demurrer is not intended for delay.

Witness my hand and notarial seal.

(NOTARIAL SEAL)

Theodore T. Pantaleo

Notary Public.

Filed Sept. 10th. 1943

Service of Copy this 11" day of September admitted by

Louis M. Strauss

PETITION TO APPOINT GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of David E. Whitby, by Emanuel Klawans, his solicitor, respectfully shows:-

1. That the petitioner is the father and guardian of Edward Graham Whitby, and infant.

2. That the petitioner desires that the above suit against said infant be defended, and said infant desires that the suit be defended; and they have selected Emanuel Klawans as their solicitor to defend the same.

To The End Therefore:

(1) That Emanuel Klawans be appointed guardian ad litem for Edward Graham Whitby, infant, for purposes of the above titled suit.

E Klawans Solicitor

Filed Sept. 14" 1943

ORDER OF COURT

Ordered by the Circuit Court for Anne Arundel County sitting in Equity, this 15th day of September, 1943, that Emanuel Klawans be and he is hereby appointed guardian ad litem for Edward Graham Whitby, infant, for purpose of the above titled suit.

Ridgely P. Melvin C.J.

Filed Sept. 15" 1943

ANSWER OF GUARDIAN AD LITEM.

TO THE HONORABLE THE JUDGES OF SAID COURT:

Emanuel Klawans as guardian ad litem for Edward Graham Whitby, in answer to the bill of complaint, respectfully shows: -

1. He admits the allegations contained in paragraphs One and Five of the bill of complaint.

2. He denies all other allegations contained in the bill of complaint.

3. Further answering the bill of complaint, he alleges that the plaintiffs knew that the defendant was an infant and that court proceedings would be necessary to enable him to transfer title, before the defendant signed the contract upon which this suit is brought; that the plaintiffs induced the defendant to sign said contract by promising that they would bear all expenses of the court proceeding and would pay him $1250 net for his property; that upon the faith of this promise the defendant signed three copies of the contract, with certain changes which required acceptance by the plaintiffs, and forwarded all of the copies to the plaintiffs' real estate agent to obtain the signatures of the plaintiffs to the changes and then to return a completed copy to the defendant; that before the plaintiffs accepted the changes, they requested the defendant to pay all or part of one hundred dollars estimated cost of the court proceeding, and informed the defendant that in such proceeding the purchase money would be retained in the Circuit Court for Anne Arundel County until he became of age and that bond would be required, - and the defendant replied that he would not sell his property unless he receive $1250 net without deducting the cost of the court proceeding, and unless the money be paid directly to him to take with him to his home in Alabama, and assurances to this effect given him by the plaintiffs; that thereafter the plaintiffs initialled the changes in the written contracts of sale and sent one copy to the defendant, and filed this suit to specifically enforce the written contract which fails to state their promise to pay the expenses of court proceedings to enable the infant to transfer title, and without admitting this promise on their part in the bill of complaint, and without having replied to the defendant's letter requiring assurance that he will receive $1250 net and that the money will be paid to him to take to Alabama. The defendant further alleges that the contract of sale upon which this suit is brought was prepared by the plaintiffs' real estate agent, executed by the defendants in accordance with the latter's instructions, does not contain the whole agreement of the parties, was revoked before accepted by the plaintiffs, and is not in force and effect. The defendant further alleges that the proposed sale is not to the interest and advantage of the infant, in the circumstances, and that he wishes to withdraw from the same. The defendant further alleges that no part of the purchase price has been received by the infant, though the sum of fifty dollars was deposited by the plaintiffs with Fred E. Vosges who is their real estate agent.

And having fully answered the bill of complaint, the defendant prays to be hence dismissed with his costs.

And as in duty bound, etc.

E. Klawans

Guardian ad litem.

Filed Sept. 17" 1943

PETITION TO SET DATE FOR HEARING OF DEMURRER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

David E. Whitby and Helen L. Whitby, by Emanuel Klawans, their solicitor, petition that a date be set for a hearing of the demurrer filed by them to the bill of complaint against them.

And as in duty bound, etc.

E. Klawans Solicitor

Filed Sept. 17" 1943

ORDER OF COURT

Ordered by the Circuit Court for Anne Arundel County sitting in Equity this 18th day of September, 1943, that the demurrer of David E. Whitby and Helen L. Whitby to the bill of complaint be heard on the 24th day of September, 1943 at 12 o'clock noon.

Counsel to be duly notified by Clerk

Ridgely P. Melvin

C.J.

Filed Sept. 18" 1943

CONSENT TO AND PETITION FOR RULING.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned solicitors for the parties consent that the demurrer filed on behalf of David E. Whitby and Helen L. Whitby to the bill of complaint against them in the above case be sustained with leave to amend, and they request that the Court pass an order to this effect.

Louis M. Strauss

Solicitor for the plaintiffs

E. Klawans

Solicitor for the defendants

Filed Sept. 24" 1943

ORDER OF COURT

Upon the foregoing consent and petition, it is this 24th day of September, 1943, by the Circuit Court for Anne Arundel County sitting in Equity, adjudged, ordered and decreed that the demurrer to the bill of complaint filed in the above titled cause on behalf of David E. Whitby and Helen L. Whitby, his wife, be and the same is hereby sustained, with leave to the plaintiffs to amend within ten days.

James Clark A.J.

Filed Sept. 24" 1943.

Herbert C. Murphy and Manie G. Murphy, his wife

vs.

Edward Graham Whitby, infant

No. 8543 Equity

In the Circuit Court for

Anne Arundel County

AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Ammended Bill of Complaint of Herbert C. Murphy and Manie G. Murphy, by Louis M. Strauss, their Solicitor, respectfully shows:

ONE: That by deed dated the 6th day of May, 1939, and duly recorded among the Land Records of Anne Arundel County in Liber J.H.H., No. 197, folio 334, David E. Whitby and Helen L. Whitby, his wife, conveyed a tract of land in the Third Election District of Anne Arundel County, con-

taining 10.03 acres of land, more or less, to Edward Graham Whitby in fee simple, the said Edward Graham Whitby being then and now a minor, he being at the time of the filing of this Bill, 19 years of age; and that he was born April 24, 1924, and a certified copy of the aforegoing deed is filed herewith as the Complainants' "Exhibit #1," filed with the first Bill of Complaint and prayed to be incorporated in this Ammended Bill of Complaint as a part hereof.

TWO: That on the 2nd day of July, 1943, the said Edward Graham Whitby, acting through his natural parents, David E. Whitby and Helen L. Whitby, and in his individual capacity, bargained and sold the land described in the aforegoing deed to and unto your Complainants, save and except 1.12 hundredths acres taken by the Maryland State Roads Commission for use as a Public Highway, a copy of said contract of sale is filed herewith as the Complainants' "Exhibit #2," filed with the first Bill of Complainant and prayed to be incorporated in this Ammended Bill of Complaint as a part hereof.

THREE: That your Complainants ascertained from the Land Records of Anne Arundel County, that the title to the aforesaid property was free and clear of all encumbrances; and your Complainants represent to this Honorable Court that they were always and are now ready, willing and able to pay the purchase price and in other manners are ready to comply with the conditions of the contract of sale filed herewith; and, in furtherance thereof, spent large sums of money in improving the land purchased by your Complainants by moving a valuable dwelling and building thereon, the property of your Complainants, which required immediate removal because of the fact that the State Roads Commission of Maryland was constructing a Public Highway over and through the premises where this building was erected and maintained.

FOUR: That since filing the original Bill of Complaint, this Honorable Court has appointed Emanuel Klawans, guardian ad litem for Edward Graham Whitby, the infant mentioned in these proceedings, who has duly filed an answer to these proceedings and has therein set forth facts which indicate that the sellers of the property mentioned in these proceedings were to receive Twelve Hundred and fifty Dollars, net, for their property and that the Plaintiffs were to pay all expenses in connection with any proceedings necessary to clear up the title to this property in order to make said title a merchantable one, and that upon investigation and further consultation with the agent and parties hereto, the Complainants find that the aforesaid allegations made on behalf of the infant, are true as to the net proceeds to be received by the infant, his guardian ad litem or his trustee.

FIVE: That the said sale of the said premises for the sum of $1,250.00, as set forth in the contract of sale, Complainants' "Exhibit #2," is a good and fair market price therefore and that the sale thereof by the said respondents to the Complainants, would be for the benefit and advantage of said infant and the Defendants.

Your Complainants therefore pray this Honorable Court:

(a) To pass such Order or Orders in the premises as may be necessary to protect and transfer, also to complete the sale of the property mentioned in these proceedings; in accordance with the contract of sale, filed herewith and to otherwise specifically enforce the contract of sale.

(b) That this Honorable Court pass such Order or Orders on the premises as may be necessary, authorizing the said Emanuel Klawans, the guardian ad litem of the said infant,

Edward Graham Whitby, or such trustee or trustees appointed by this Honorable Court to convey unto your Complainants, upon payment of the purchase price, the property mentioned in these proceedings, in fee simple, a merchantable title thereto, according to the laws of this Court.

(c) That such other and further relief in the premises as this Honorable Court may deem just and proper be granted.

And as in duty bound.

Louis M. Strauss

Solicitor for Complainants

Filed Nov. 20th. 1943

Answer of guardian ad litem to amended Bill of complaint.

Herbert C. Murphy and Mamie G. Murphy, his wife — No. 8543 Equity

vs. — In the Circuit Court for

Edward Graham Whitby, infant — Anne Arundel County

To The Honorable, The Judges of said Court:

The answer of Emanuel Klawans as guardian ad litem for Edward Graham Whitby, an infant, respectfully shows:-

1. He admits the allegations made in paragraph 1 of the bill of complaint.

2. He admits the allegations made in paragraph 2 of said bill.

3. He neither admits nor denies the allegations made in paragraph 3 of the bill of complaint, as he has no knowledge of same.

4. He admits the allegations made in paragraph 4 of the bill of complaint. Further answering said paragraph of the bill of complaint, he alleges that not only did the agreement of the parties require that the infant receive $1250.00 net for his property and the purchasers to bear all expenses involved in proceedings to enable him to transfer title, but also that the purchasers should obtain an order of this Court transferring said purchase money net to reside, to be held by his parents Georgianna, Alabama where the infant and his parents/as guardian for him, and that the purchasers are to pay all expenses this entails including the cost of any guardianship bond that may be required.

5. He neither admits nor denies the allegations made in paragraph 5 of the bill of complaint.

The respondent consents to the relief prayed, and to specific enforcement of said infant's contract, provided that the plaintiffs (a) pay all court costs and other expenses involved in these proceedings to enable said infant to transfer title, and (b) pay said infant $1250.00 net for his property, and (c) obtain an order of this Court appointing David E. Whitby guardian of said purchase money for said infant, and authorizing him to receive the same and transfer it to Georgianna, Alabama for keeping, and (d) pay all expenses involved in obtaining the appointment of said guardian and said authority to receive and remove the purchase money, including any attorney's services this necessitates and any guardianship bonds.

And having fully answered said bill of complaint the respondent prays to be hence dismissed with his costs.

And as in duty bound, etc.

Emanuel Klawans

Guardian ad litem

Filed Nov. 26" 1943.

REPLICATION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

NOW COMES Herbert C. Murphy and Manie G. Murphy, his wife by Louis M. Strauss, their Solicitor, and for REPLICATION to the answer filed by the guardian ad litem in the proceedings; and more particularly for replication to Paragraph #4 of the said answer, says:

That they admit and consent to the passage of a decree embodying the subject matter therein contained.

AND AS IN DUTY BOUND.

Louis M. Strauss

Solicitor for Complainants.

Filed Nov. 26" 1943.

Testimony and two exhibits on behalf of the Plaintiff.

December 23rd., 1943.

PRESENT:-

Mr. Louis M. Strauss, Solicitor for Plaintiff.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESS:

Fred E. Voges, ---------- 2

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

(Strauss)

1. State your name and address?

A. Fred E. Voges, business address is Maryland ave., Annapolis, Md., I live in the immediate vicinity of the property mentioned herein, only a narrow strip between my property and this.

2. What is your occupation?

A. I am a licensed broker in Real Estate in Anne Arundel County.

3. How long have you been a real estate broker?

A. Twelve years around here.

4. You have sold land in the Third Election District of Anne Arundel County in the vicinity of Arnold station?

A. Yes.

5. I hand you herewith Plaintiff's Exhibit No. 1, which is a deed dated May 6th, 1939 from David E. Whitby and wife to Edward Graham Whitby conveying the property therein described as 10.03 acres of land is that the property we are talking about?

A. Yes.

---------Same filed now as Exam. Exh. A.

6. I hand you Plaintiff's Exhibit No. 2 which is a Contract of Sale dated July 2nd, 1943 from Edward Graham Whitby and wife to Herbert C. Murphy and wife purporting to sell the land mentioned in Plaintiff's Exhibit No. 1, I ask you whether or not you are familiar with that Contract?

A. Yes, I am?

---------Same filed as Exam. Exh. B

7. Will you tell the Court what this property consists of?

A. 10.03 acres of land, less a strip taken by the State Road Commission of approximately 1 acre, situate on the old Mill Creek Road or Broad Neck Road leading from Winchester to St. Margaret's Church, unimproved land and uncultivated, it is wood land.

8. Would you say in your opinion that the sale of this land by Edward G. Whitby, infant, mentioned in this case at and for the sum of Twelve Hundred Dollars was the fair market value of that land?

A. Yes I would

9. Would it, in your opinion, be to the best interest of the said infant, Edward G. Whitby, mentioned herein to have this sale and Contract for sale ratified by the Court at this price?

A. I would say decidedly, yes. I think prices are higher now than will be for some time, and I think it is a very excellent price nothing in that vicinity has sold for that price out there in the past 12 years. The purchaser had a building on the adjoining piece of land directly in the right of way of the new Highway and he got the building at a reasonable price and he has moved the building over about 150 feet very cheaply and was very willing to pay that much money for this piece of property next door.

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

A. No.

Fred E. Voges.

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 24 day of December 1943

Jno. S. Strahorn (SEAL)

Examiner.

Filed Dec. 24" 1943

DECREE Dec. 29" 1943.

This Cause having been submitted to the Court and all of the proceedings therein having been read and considered, it is by the Circuit Court for Anne Arundel County, in Equity, this 29th day of December, 1943, ADJUDGED, ORDERED, AND DECREED, that Emanuel Klawans be and he is hereby appointed Trustee in this cause with full power to convey the interest of Edward Graham Whitby in and to the real estate mentioned in these proceedings in fee simple, by deed to Herbert C. Murphy and Manie G. Murphy, his wife, upon receipt of Twelve Hundred Fifty Dollars ($1,250.00), the purchase money due therefor, and the said Emanuel Klawans is hereby authorized to transfer the proceeds to and unto David E. Whitby and Helen L. Whitby, his wife, father and mother of the said Edward Graham Whitby, as Trustees for the said Edward Graham Whitby, who reside in Georgianna, Alabama; and IT IS FURTHER ADJUDGED, ORDERED, AND DECREED that the said Herbert C. Murphy and Manie G. Murphy, his wife, shall not be obligated to see to the application of the proceeds herein mentioned; and costs of these proceedings to be paid by the Complainants.

Ridgely P. Melvin

Chief Judge.

We hereby consent to the immediate passage of the aforegoing Decree.

Emanuel Klawans, Guardian Ad Litem
Louis M. Strauss, Solicitor for Plaintiffs.

Filed Dec. 29" 1943

EARL S. WALTERS and MARY ERCEL WALTERS,	:	In The Circuit Court of Baltimore City
his wife	:	No. 8548 Equity
vs.	:	In the Circuit Court for
SIDNEY A. NEEDLE, Executor under the Last Will	:	Anne Arundel County.
and Testament of Birdella J. Walters (deceased):		
ROGER RHODES, (unmarred)	:	
GRACE HICKOX and FRANK HICKOX, her husband,	:	
ETHEL FINCH and RALPH FINCH, her husband, and	:	
ELIZABETH PEPER and JOHN PEPER, her husband.	:	

BILL OF COMPLAINT Filed 11" June 1942

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Orators, complaining, say:

1. That Birdella J. Walters (also known as Birdella J. Bean) departed this life on the 13th day of July, 1940, in the City of Baltimore, State of Maryland, leaving a Last Will and Testament which was admitted to probate by the Orphans Court of Baltimore City on the 1st day of April, 1942, a copy of said Will being filed herewith as a part hereof, and marked "Orators' Exhibit No. 1".

2. That letters testamentary upon the estate of the said Birdella J. Walters were granted by the Orphans Court of Baltimore City on the 1st day of April, 1942, to Sidney A. Needle, (Roger Rhodes who was named as co-executor in said Will having renounced his right to act in that capacity,) and the said Sidney A. Needle has qualified by filing his official bond.

3. That your Orator, Earl S. Walters, who was the widower of the said Birdella J. Walters, on the 4th day of April, 1942, filed in the Orphans Court of Baltimore City his renunciation of any bequest or devise made to him by the terms of the aforesaid Last Will and Testament, and elected to take in lieu thereof his legal share of both the real and personal estate of his said wife.

4. That since the death of the said Birdella J. Walters, he has intermarried with Mary Ercel Walters, who is of legal age, and who joins in this Bill for the purpose of releasing her dower rights in the properties hereinafter mentioned, as the wife of your Orator, Earl S. Walters.

5. That the said Birdella J. Walters departed this life leaving surviving her your Orator, Earl S. Walters, and brothers and sisters, but no parents or any descendants, and therefore, under the provisions of Article 93, Section 314, by virtue of the renunciation filed by him as aforesaid, in the Orphans Court of Baltimore City, in the said decedent's estate, he is entitled to receive the sum of Two Thousand Dollars ($2000.00) or its equivalent in property, or any interest therein, at its appraised value, and one-half of the residue of the lands as her heir, and one-half of the surplus personal estate remaining.

6. That at the time of the death of the said Birdella J. Walters, she was seized and possessed of the following described pieces and parcels of real estate: in fee simple:

(A). BEGINNING for the first thereof on the east side of the York Road, at a point distant north one degree and three-quarters east eighty feet from the range of the north end wall of a brick house and which place of beginning is also at the northwesternmost corner of the lot of ground mentioned and described in a Sub-lease from Charles H. Taylor and

wife to Robert D. Millholland, dated 23d day of October, A.D. 1868, and recorded among the Land Records of Baltimore County in Liber E.H.A. No. 59, folio 541, &c., and running thence north one degree and three quarters east sixty-five feet to the southern line of a lot of ground described in a Sub-lease from Georgianna Taylor and husband to Richard T. Savin, dated 23d day of October, 1868, and recorded among the said Land Records in Liber E.H.A. No. 59, folio 544, &c., thence binding on said southern line of said lot leased to Richard T. Savin aforesaid, south eighty-eight and one-quarter degrees east two hundred and thirty feet; thence south one and three-quarters degrees west parallel to the York Turnpike Road, sixty-five feet to the lot of ground mentioned and described in the said Sub-lease from the said Taylor and wife to the said Millholland; and thence north eighty-eight and one-quarter degrees west and bounding on the northernmost side of said lot of ground two hundred and thirty feet to the place of beginning. The improvements on said lot of ground being now known as No. 3627 Greenmount Avenue.

BEGINNING for the second thereof at the end of a line drawn south fourteen and one-quarter degrees west two hundred and four and eleven-twelfths feet along the west side of the Old York Road, from the southeast corner of a lot sub-leased on the 29th day of May, 1869, and recorded among the Land Records of Baltimore County in Liber E.H.A. No. 62, folio 508, by Charles R. Taylor and wife to Henry Joesting, thence binding on a fence north eighty-five degrees west two hundred and fourteen and nine-twelfths feet to the east line of a lot of ground leased by Taylor and wife to Richard T. Savin (erroneously called Millholland); thence binding on the said east line south five degrees west sixty feet to a stake; thence south eighty-five degrees east two hundred and five feet to the west side of the Old York Road, thence binding on the west side of said Road north fourteen and one-quarter degrees east sixty feet to the beginning. Excepting such portions of said land as have been sold and conveyed by Charles E. Moore and William H. Moore, Jr. Trustees of the estate of William H. Moore, deceased.

The foregoing described lots of ground are situate in Baltimore City, State of Maryland, and are improved by a dwelling known as 3627 Greenmount Avenue, title to which was acquired by the said Birdella J. Walters, deceased, by Deed dated January 9, 1925 from John H. Botz and Priscilla Botz, his wife, said Deed being recorded among the Land Records of Baltimore City in Liber S. C. L. No. 4323, folio 215, &c. The original deed thereof being filed herewith as a part hereof and marked "Orators' Exhibit No. 2".

(B). An unimproved lot in Anne Arundel County, State of Maryland, being known as Lot No. 538 on the Plat of Roland Terrace, Section A, and recorded among the Land Records of Anne Arundel County in Plat Book No. G. W. No. 1, Section 2, folio 140, the said Birdella J. Walters having acquired title to said lot from John D. Pincurin, Jr. (unmarried) by deed dated November 9, 1929, which said Deed is recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 68, folio 81, the original deed thereof being filed herewith, as a part hereof, and marked "Orators' Exhibit No. 3._

(C). Three lots of ground situate in Anne Arundel County, State of Maryland, being known as Lots Nos. 2, 3 and 4 in Section E on Plat of Marley Park Beach, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. W.N.W. No. 2, folio 11, said lots being improved by one brick and one frame dwelling. Title to said lots was acquired by the said Birdella J. Walters by Lease dated May 4, 1934 from Charles A. Rhodes and Lida

Rhodes, his wife, said Lease being recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 125, folio 9, in which a term of ninety-nine years was granted upon the payment of the yearly rent of one cent. and by Deed of reversion dated May 25, 1934, from Charles A. Rhodes and Lida Rhodes, his wife, to Birdella J. Walters, the decedent, said Deed being recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 128, folio 320, by which a merger of the said leasehold and fee simple interests was effected, the originals deeds thereof being filed herewith, as a part hereof, and respectively marked "Orators' Exhibits Nos. 4 and 5".

(D). Two lots situate in Anne Arundel County, State of Maryland, being known as Lots Nos. 5 and 6 in Block E on the Plat of Marley Park Beach, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 11, said lots being improved by a frame dwelling.

Title to the aforesaid two lots of ground was acquired by the said Birdella J. Walters from James J. McLaughlin and Marie McLaughlin, his wife, and Thomas P. McLaughlin and Mary McLaughlin, his wife, by Deed dated October 17, 1938, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 189, folio 321, etc., the original deed thereof being filed herewith, as a part hereof, and marked "Orators' Exhibit No. 6".

7. That aforesaid described real estate is not susceptible of partition without material loss and injury to all parties interested, therein, and therefore, it would be to the interest and advantage of all parties interested for said real estate to be sold and the proceeds distributed among those entitled thereto according to their several interests. Moreover, the personal estate is insufficient to enable the executor, Sidney A. Needle, to pay to your Orator, Earl S. Walters, the sum of Two Thousand Dollars ($2,000.00) to which he is entitled, by reason of his renunciation, and hence it is necessary to resort to the sale of said real estate in order that this sum may be paid to him.

8. a. That Roger Rhodes is of full age, unmarried and resides in the City of Baltimore, State of Maryland.

b. That Grace Hickox intermarried with Frank Hickox, both of whom are of full age and who are non-residents of the State of Maryland and reside in E. Cleveland, Ohio.

c. That Ethel Finch intermarried with Ralph Finch, both of whom are of full age and are non-residents of the State of Maryland, and reside in Revenna, Ohio.

d. That Elizabeth Peper intermarried with John Peper, both of whom are of full age and are non-residents of the State of Maryland and reside in Akron, Ohio.

9. That Charles A. Rhodes, one of the lifetime tenants named in the Last Will and Testament of Birdella J. Walters, deceased, has heretofore departed this life in the State of Ohio, of which he was a resident, leaving no issue or descendants surviving him.

10. That your Orators believe that it is desirable to direct the attention of this Honorable Court to Items Seven and Eleven of said Last Will and Testament, which require construction by this Honorable Court:

a. By the devise contained in Item Seven thereof, the Testatrix described the property therein devised as "ooo my shore property consisting of a house and three lots, together with the furniture, furnishings and equipment therein, said property designated as Lots Nos. two, three and four, Section E, on the Plat of Marley Park Beach, Anne Arundel County, Maryland". After the execution of said Last Will and Testament, the said Testatrix

erected another dwelling on said lots so that at the time of her death said lots were improved by two houses, instead of one as mentioned in said Testament, and it has been urged that the dwelling subsequently erected does not pass under said devise, but constitutes a part of the residue.

b. That by the terms of Item Eleven of said Last Will and Testament, the Testatrix provided that in the event that your Orator, Earl S. Walters, contested said Will and was successful in the contest thereof, and thus received more than that bequeathed and devised him thereunder, that the bequest therein made of her shore property in Anne Arundel County, Maryland, to her brother, Roger Rhodes, for life, and after his death to her brother, Charles A. Rhodes, should be void, and she thereupon gave, devised and bequeathed said shore property to her brother, Roger Rhodes, absolutely. Inasmuch as your Orator has renounced the provisions made for him in said Will, as aforesaid, and has claimed his statutory and legal share of the real and personal estate left by his late wife, the said Testatrix, which is equivalent to that portion of the estate to which he would have been entitled had he successfully contested said Will, the question has arisen whether or not said provisions have become operative to vest the said Roger Rhodes with the absolute estate in said shore property upon the claim that the word "contest" was equivalent to renunciation, and that the intention of the Testatrix will be frustrated if such construction is not adopted.

11. That by virtue of the renunciation of your Orator, Earl S. Walters, it is inevitable that the various legatees and devisees, named in said Will, will suffer some diminution of the gifts provided for them in said Last Will and Testament, and therefore, the aid of this Honorable Court will likewise be required to determine, in what manner and to what extent, if any, such legatees and devisees will be entitled to compensation for the losses thus sustained by them.

12. That your Orators believe that it would be prudent and expeditious in the settlement of said estate and highly beneficial to all parties involved or interested in the estate of the late Birdella J. Walters, deceased, to have the administration of said estate conducted and completed under the superintendance and control of this Honorable Court.

TO THE END THEREFORE:

1. That a decree may be passed by this Honorable Court for the sale of said real estate.

2. That the proceeds of said sale may be distributed among the parties entitled thereto according to their respective rights and interests.

3. That this Honorable Court may assume jurisdiction over the future administration of the estate of Birdella J. Walters, deceased.

4. That said Last Will may be construed.

5. That Trustees may be appointed by the decree of this Honorable Court to administer the estate of the said Birdella J. Walters, deceased, and to sell the said real estate.

6. That Sidney A. Needle, Executor under the Last Will and Testament of Birdella J. Walters, deceased, may account for and deliver to the Trustees so appointed, the assets now in his possession as such Executor.

7. That this Honorable Court may determine the manner and the extent of the compensation to be allowed, if any, to the affected legatees and devisees.

8. That they 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 of the State of

Maryland, directed to the said Sidney A. Needle, Executor and Roger Rhodes, residing in the City of Baltimore, State of Maryland, and an Order of Publication giving notice to the said Grace Hickox and Frank Hickox, residing in East Cleveland, Ohio, Ethel Finch and Ralph Finch, residing in Ravenna, Ohio, Elizabeth Peper and John Peper, residing in Akron, Ohio, and warning and commanding them to be and appear in this Court at some certain time to be named and answer the premises and abide by and perform such decree as may be passed therein.

AND AS, etc.

Earl S. Walters
Mary Ercel Walters
Orators

Joseph Loeffler
Benjamin L. Berman
Solicitors for Orators

DECREE

Filed 13" August 1942

EARL S. WALTERS and MARY ERCEL WALTERS, his wife

vs.

SIDNEY A. NEEDLE, Executor under the Last Will and Testament of Birdella J. Walters (deceased), ROGER RHODES, (unmarried) GRACE HICKOX and FRANK HICKOX, her husband, ETHEL FINCH and RALPH FINCH, her husband, and ELIZABETH PEPER and JOHN PEPER, her husband.

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

DECREE

This cause having come on for hearing and being duly submitted, the proceedings were, by the Court, read and considered.

It is thereupon this 14th day of August, 1942, by the Circuit Court of Baltimore City, ADJUDGED, ORDERED and DECREED, as follows:-

(1) That this Court take, assume and retain jurisdiction of this Cause by the further administration of the Estate of Birdella J. Walters (also known as Birdella J. Bean), late of the City of Baltimore, deceased.

(2) That Benjamin L. Berman and Sidney A. Needle, be, and they are hereby appointed as Trustees of said Estate, and shall administer the affairs thereof, but before undertaking to act as such, they shall give bond to the State of Maryland, executed by themselves and a surety or sureties to be approved by this Court, in the penalty of $15,000., 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.

(3) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Trustees shall sell at public or private sale, for the best price obtainable, the following real estate; In fee-simple:

(a) BEGINNING for the first thereof on the east side of the York Road, at a point distant north one degree and three-quarters east eighty feet from the range of the north end wall of a brick house and which place of beginning is also at the northwesternmost corner of the lot of ground mentioned and described in a Sub-lease from Charles R. Taylor and wife to Robert D. Millholland, dated 23rd day of October, A.D. 1868, and recorded among the Land Records of Baltimore County in Liber E.H.A. No. 59, folio 541, &c., and running thence north one degree and three quarters east sixty-five feet to the southern line of a lot of ground described in a Sub-lease from Georgianna Taylor and husband to Richard T. Savin, dated 23rd day of October, 1868, and recorded among the said Land Records in Liber

E.H.A. No. 59, folio 544, &c., thence binding on said southern line of said lot leased to Richard T. Savin aforesaid, south eighty-eight and one-quarter degrees east two hundred and thirty feet; thence south one and three-quarters degrees west parallel to the York Turnpike Road, sixty-five feet to the lot of ground mentioned and described in the said Sub-lease from the said Taylor and wife to the said Millholland; and thence north eighty-eight and one-quarter degrees west and bounding on the northernmost side of said lot of ground two hundred and thirty feet to the place of beginning. The improvements on said lot of ground being now known as No. 3627 Greenmount Avenue.

BEGINNING for the second thereof at the end of a line drawn south fourteen and one-quarter degrees west two hundred and four and eleven-twelfths feet along the west side of the Old York Road, from the southeast corner of a lot sub-leased on the 29th day of May, 1869, and recorded among the Land Records of Baltimore County in Liber E.H.A. No. 62, folio 508, by Charles R. Taylor and wife to Henry Joesting, thence binding on a fence north eighty-five degrees west two hundred and fourteen and nine-twelfths feet to the east line of a lot of ground leased by Taylor and wife to Richard T. Savin (erroneously called Millholland); thence binding on the said east line south five degrees west sixty feet to a stake; thence south eighty-five degrees east two hundred and five feet to the west side of the Old York Road, thence binding on the west side of said Road north fourteen and one-quarter degrees east sixty feet to the beginning. Excepting such portions of said land as have been sold and conveyed by Charles E. Moore and William H. Moore, Jr. Trustees of the estate of William H. Moore, deceased.

The foregoing described lots of ground are situate in Baltimore City, State of Maryland, and are improved by a dwelling known as 3627 Greenmount Avenue, title to which was acquired by the said Birdella J. Walters, deceased, by Deed dated January 9, 1925, from John H. Botz and Priscilla Botz, his wife, said Deed being recorded among the Land Records of Baltimore City in Liber S. C. L. No. 4323, folio 215, &c.

(b) An unimproved lot in Anne Arundel County, State of Maryland, being known as Lot No. 538 on the Plat of Roland Terrace, Section A, and recorded among the Land Records of Anne Arundel County in Plat Book No. G. W. No. 1, Section 2, folio 140, the said Birdella J. Walters having acquired title to said lot from John D. Pincurin, Jr. (unmarried) by deed dated November 9, 1929, which said Deed is recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 68, folio 81.

(c) Three lots of ground situate in Anne Arundel County, State of Maryland, being known as Lots Nos. 2, 3 and 4 in Section E on Plat of Marley Park Beach, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. W.N.W. No. 2, folio 11, said lots being improved by one brick and one frame dwelling. Title to said lots was acquired by the said Birdella J. Walters by Lease dated May 4, 1934 from Charles A. Rhodes and Lida Rhodes, his wife, said Lease being recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 125, folio 9, in which a term of ninety-nine years was granted upon the payment of the yearly rent of one cent, and by Deed of reversion dated May 25, 1934, from Charles A. Rhodes and Lida Rhodes, his wife, to Birdella J. Walters, the decedent, said Deed being recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 125, folio 320, by which a merger of the said leasehold and fee simple interests was effected.

(d) Two lots situate in Anne Arundel County, State of Maryland, being known as Lots Nos. 5 and 6 in Block E on the Plat of Marley Park Beach, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 11, said lots being im-

proved by a frame dwelling. Title to the aforesaid two lots of ground was acquired by the said Birdella J. Walters from James J. McLaughlin and Marie McLaughlin, his wife, and Thomas P. McLaughlin and Mary McLaughlin, his wife, by Deed dated October 17, 1938, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 189, folio 321, etc.

Before selling such property at public sale, said Trustees shall give at least three weeks notice by advertisement inserted in such daily newspaper or newspapers published in the City of Baltimore, as the Trustees shall think proper, of the time, place, manner and terms of sale, which terms shall be cash, and, as soon as may be convenient after such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale, and on obtaining the Court's ratification of the sale and on the payment of the whole purchase money (and not before), the said Trustees shall, by good and sufficient deed or deeds 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 if sold at private sale, the same shall be sold for the highest price obtainable, subject to the approval of this Court; and the said Trustees shall bring into this Court the money arising from said sale or sales, 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.

(4) AND IT IS FURTHER ORDERED that Joseph Loeffler and Morton H. Rosen are hereby appointed counsel to the said Trustees, and to receive such compensation for their services as the Court shall direct.

Eli Frank

REPORT OF SALE

Filed 28" July 1943

EARL S. WALTERS AND MARY ERCEL WALTERS, his wife,	In The
vs.	
SIDNEY A. NEEDLE, Executor under the Last Will and Testament of Birdella J. Walters (deceased), ROGER RHODES, (unmarried) GRACE HICKOX and FRANK HICKOX, her husband, ETHEL FINCH and RALPH FINCH, her husband, and ELIZABETH PEPER and JOHN PEPER, her husband.	Circuit Court of Baltimore City

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Report of Sale of Sidney A. Needle and Benjamin L. Berman, Trustees, appointed by the decree in the above entitled cause to make sale of the property belonging to the Estate of Birdella J. Walters, deceased, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust, as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements (a copy of said advertisement is attached hereto and made part hereof) inserted in the Daily Record, a daily newspaper published

in Baltimore City, for more than three successive weeks preceding the day of sale, said Trustees did, pursuant to said notice, on Tuesday, the 20th day of July, 1943, beginning at 2:00 P.M., attend on the premises and then and there proceeded to sell the property hereinafter mentioned in the manner following, that is to say:-

The said Trustees offered at public sale to the highest bidder, each of the three fee simple lots of ground and improvements situate in Anne Arundel County, Maryland which bids were reserved and then offered as an entirety with the announcement that the same would be sold in the manner producing the largest amount. The Trustees failed to receive a bid for the entirety and, therefore, accepted the highest bid for each of said three properties as follows:

The first of said properties improved by the Clapboard Cottage was sold to Robert Benton Kamsch and Ruby Day Kamsch, his wife, at and for the sum of Seventeen Hundred Dollars ($1700.00) which lot and improvements are more particularly described in said advertisements as the first lot therein described.

And the Trustees then proceeded to the second lot described in said advertisement and sold the same to Robert Young and Agnes M. Young, his wife, at and for the sum of Two Thousand Dollars ($2000.00) which said lot is improved by a Brick Cottage.

And the Trustees then proceeded to the third lot described in said advertisement and sold the same to Francis J. McLane at and for the sum of Eleven Hundred Dollars ($1100.00) which said lot is improved by a Frame Bungalow.

The Trustees then proceeded to sell the unimproved lot in fee simple on the south side of Church Street about one hundred feet east of Franklin Street which is more particularly described in the advertisement attached hereto and sold the same to William Lieberman at and for the sum of Two Hundred Dollars ($200.00). The said William Lieberman requested the said Trustees to convey said property to him as follows:

"To William Lieberman for life with the absolute power of disposition over both the life estate and the remainder by deed, will or otherwise, and the right to maintain absolute management and control over the same, to lease, mortgage, sell or otherwise alienate the combined interests as if this deed had never been made; but in the event that such power is not exercised before his death; then from and immediately after his death unto the said Nora May Blankenship William Walter Lieberman and Charles Marcus Lieberman, as joint tenants, and not as tenants in common, with the consequent right of survivorship, with a restriction to any alienation of the remainder by a joint execution in the same deed."

Each of the purchasers above mentioned being at the respective times the highest bidders for each of said properties and lot more particularly set forth above; the terms of said sale being cash upon the ratification thereof by this Honorable Court.

Respectfully submitted

Sidney A. Needle

Benjamin L. Berman

Trustees

ADVERTISEMENT

TRUSTEES' SALE OF THREE VALUABLE FEE-SIMPLE WATERFRONT PROPERTIES LOCATED ON MARLEY CREEK PARK BEACH ANNE ARUNDEL COUNTY, MD., ALSO UNIMPROVED LOT ON CHURCH STREET

By virtue of a decree of the Circuit Court of Baltimore City (82A-324), the undersigned, Trustees, will sell at public auction, on the premises, on TUESDAY, JULY 20, 1943, AT TIMES

HEREINAFTER SET FORTH, AT 2 P M. ALL THOSE THREE FEE- SIMPLE LOTS OF GROUND AND IMPROVEMENTS situate in Anne Arundel County, Md., and described as follows:

Beginning for the first thereof on the north side of Beach Road at the distance of 43.81 feet northwesterly from the division line between lots Nos. 4 and 5, Section E on the plat of Marley Park Beach said place of beginning being at the end of 86.22 feet north 2 degrees 36 minutes east from the southwest corner of Beach Place and Community Lot and running thence binding on the north side of Beach Road by a line curving towards the north with a radius of 400 feet for a distance of 37.95 feet to the northwest outline of lot No. 2, Section E on said plat, thence north 10 degrees 33 minutes west binding on said outline 67.74 feet to the waters of Marley Creek thence binding thereon two courses north 44 degrees 47 minutes east 37 feet and south 88 degrees 18 minutes east 3.73 feet to intersect a line drawn from the place of beginning north 10 degrees 33 minutes west thence reversing said line and bounding thereon south 10 degrees 33 minutes east 104.84 feet to the place of beginning. Being all of Lot No. 2 and part of Lot No. 3, Section E, as shown on said plat. Improved by a FRAME BUNGALOW.

Beginning for the second thereof on the north side of Beach Road at the division line between lots Nos. 4 and 5 in Section E in the plat of Marley Park Beach said place of beginning being at the distance of 91.52 feet north 30 degrees 55 minutes east from the southwest corner of Beach Place and Community Lot and running thence and binding on the north side of Beach Road by a line curving towards the north with a radius of 400 feet for a distance of 43.81 feet (the chord of said curve bears north 79 degrees 59 minutes west and is 43.8 feet long) thence north 10 degrees 33 minutes west 104.84 feet to the waters of Marley Creek thence bounding thereon south 88 degrees 18 minutes east 41.96 feet to Lot No. 5 thence binding thereon south 10 degrees 33 minutes east 111.33 feet to the place of beginning. Being and composing all of Lot No. 4 and part of Lot No. 3, Section E on said plat. Improved by a BRICK BUNGALOW.

Beginning for the third thereof on the north side of Beach Road at the division line between lots Nos. 6 and 7 in Section E on the plat of Marley Park Beach said place of beginning being at the end of 124.15 feet on a line drawn north 52 degrees 27 minutes east from the southwest corner of Beach Place and the Community Lot as shown on said plat and running thence and binding on the north side of Beach Road by a line curving towards the north with a radius of 400 feet for a distance of 51.51 feet (the chord of said curve bears north 86 degrees 50 minutes west and is 51.49 feet long) thence north 10 degrees 33 minutes west 111.33 feet to the waters of Marley Creek thence binding thereon south 88 degrees 18 minutes east 51.16 feet to a fence on the division line between lots No. 6 and 7 on said plat and thence binding on said fence and division line south 10 degrees 33 minutes east 112.7 feet to the place of beginning.
Being and composing Lots Nos. 5 and 6, Section E as shown on said plat.
Improved by a FRAME BUNGALOW.

All the above described property being known as Lots Nos. 2, 3, 4, 5 and 6 in Block E on Plat of Marley Park Beach, said plat being recorded among the Land Records of Anne Arundel County in Plat Book No. W. N. W. No. 2, folio 11, etc. at 2.30 P.M.
UNIMPROVED LOT on the south side of Church Street about 100 feet east of Franklin Street fronting on Church Street about 25 feet with a depth of 140 feet. being the lot in Anne

Arundel County, State of Maryland, and known as lot No. 538 on the plat of Roland Terrace, Section A, and recorded in the Land Records of Anne Arundel County in Plat Book No. G.W. No. 1, Section 2, folio 140. Title acquired from John D. Pincurin, Jr., by Birdella J. Walters (formerly Birdella J. Bean) November 9, 1929, in Liber F. S. R. 68, folio 81.

Manner of Sale: The three waterfront properties will be offered first separately, then as an entirety and will be sold in the manner producing the largest amount.

Terms of Sale: A cash deposit of $200.00 on each lot will be required of the purchaser at the time of sale. If sold as an entirety a deposit of $500.00 will be required. As to unimproved lot a deposit of $100.00.

Balance of the purchase money payable in cash upon ratification of sale by the Court. Interest to be charged on unpaid purchase money from day of sale to date of settlement. All expenses and public charges to be adjusted to day of sale.

Alex Cooper
Auctioneer
212 N. Calvert Street.

Sidney A. Needle
Benjamin L. Berman
Trustees.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 27th day of July, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared SIDNEY A. NEEDLE and BENJAMIN L. BERMAN, Trustees, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(SEAL)
(PLACE)

Regina Zander
Notary Public

EARL S. WALTERS, et al.
vs.
SIDNEY A. NEEDLE, Excr., et al.

In The
Circuit Court of
Baltimore City

ORDERED, by the Circuit Court of Baltimore City this 28th day of July, 1943, that the Sale of the property mentioned in these proceedings, made and reported by Sidney A. Needle & Benjamin L. Berman Trustees be RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of August, 1943. Provided, a copy of this order be inserted in some daily newspaper printed in Baltimore City, once in each of three successive weeks, before the 21st day of August, 1943.

The Report states the amount of total sales to be $5000.00

J. Craig McLanahan

Earl S. Walters, et al.
vs.
Sidney A. Needle, Excr., et al.

In The
Circuit Court of
Baltimore City

ORDERED BY THE COURT, This 30th day of August, 1943, that the sale made and reported by the Trustees, Sidney A. Needle & Benjamin L. Berman, on July 28th, 1943 aforesaid, be and the same is hereby finally RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause;

and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for to the Auditor.

Edwin T. Dickerson

State of Maryland, City of Baltimore, ss:

I, Henry J. Ripperger, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Bill of Complaint, Decree of Court (and that the Trustees therein named have filed their duly approved bond), Report of Sale, Order Nisi and Final Order of Ratification.

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 31st day of August A.D. 1943.

(COURT SEAL) Henry J. Ripperger

Clerk

Filed Sept. 3rd 1943.

In the Matter of the Petition of Ernest H. Wickliffe and Dorothy J. Wickliffe, his wife for the Adoption of Dorothy Lee Bichell, infant	:	No. 8549 Equity In the Circuit Court for Anne Arundel County

PETITION FOR ADOPTION, etc.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of ERNEST H. WICKLIFFE and DOROTHY J. WICKLIFFE, his wife, respectfully represents unto Your Honors:

FIRST: That they are residents of the City of Annapolis and State of Maryland, where your petitioner, ERNEST H. WICKLIFFE, is serving in the United States Navy as a first class machinist, earning approximately $154.00 monthly.

SECOND: That your petitioners were married on the 9th day of September, 1942, at Annapolis, Maryland, where they have lived together as husband and wife ever since.

THIRD: That your petitioners have no children born unto them as a result of said marriage, but the said DOROTHY J. WICKLIFFE has one child, namely, DOROTHY LEE BICHELL, born unto her out of wedlock on February 14, 1935, at Baltimore, Maryland, which said child is now residing with your petitioners and has been ever since their said marriage. That the said ERNEST H. WICKLIFFE has become very much attached to the said infant child.

FOURTH: That your petitioners desire and are anxious and willing jointly to adpot the said DOROTHY LEE BICHELL as their child so as to confer upon her all rights vouchsafed under the law in such cases, although the said ERNEST H. WICKLIFFE is not the father of said infant. Your petitioners desire to retain said infant child under their roof and to care for and provide for her as their own daughter and to educate and train her in a manner conducive to her best interests.

FIFTH: That your petitioner, ERNEST H. WICKLIFFE, has received the consent of the mother of said child, DOROTHY J. WICKLIFFE, to this adoption, as is evidenced by her written assent attached hereto; and in an effort to retain her relationship with said infant, she joins in this petition.

SIXTH: Your petitioners further pray this Honorable Court that the name of DOROTHY LEE BICHELL be changed to that of DOROTHY LEE WICKLIFFE.

TO THE END, THEREFORE:

(1) THAT this Honorable Court may pass a decree declaring the said DOROTHY LEE BICHELL the adopted child of the said ERNEST H. WICKLIFFE and DOROTHY J. WICKLIFFE, his wife.

(2) THAT the name of DOROTHY LEE BICHELL be changed from DOROTHY LEE BICHELL to DOROTHY LEE WICKLIFFE.

(3) THAT your petitioners may have such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS to take such action and pass such order as may effectuate the wish and intention of your petitioners and promote the best interest and welfare of the said minor.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
Solicitor for Petitioners

Ernest H. Wickliffe
Dorothy J. Wickliffe
Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of September, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ERNEST H. WICKLIFFE and DOROTHY J. WICKLIFFE, his wife, and made oath in due form of law that the matters and facts mentioned in the aforegoing petition are true as therein set forth.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Grace E. Roth
Notary Public

I, DOROTHY J. WICKLIFFE, mother of DOROTHY LEE BICHELL, do hereby assent to the application of ERNEST H. WICKLIFFE to have the said DOROTHY LEE BICHELL declared to be the adopted child of ERNEST H. WICKLIFFE and to have her name changed to DOROTHY LEE WICKLIFFE.

Dorothy J. Wickliffe

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of September, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared DOROTHY J. WICKLIFFE 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 ERNEST H. WICKLIFFE and to the change of her name to that of DOROTHY LEE WICKLIFFE.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Grace E. Roth
Notary Public

Annapolis, Maryland September 7, 1943

I HEREBY CERTIFY that I have known ERNEST H. WICKLIFFE and DOROTHY J. WICKLIFFE, his wife, for approximately 2 years and that I know them to be honest, sober, industrious and reliable. I believe them to be proper persons to have the case and custody of the infant child named herein; and I believe they will make kind, devoted and living parents.

Samuel Lorea

Filed Sept. 7" 1943

DECREE Sept. 10, 1943

In The Matter of the Petition of ERNEST H. WICKLIFFE and DOROTHY J. WICKLIFFE, his wife, for the Adoption of DOROTHY LEE BICHELL, infant.

No. 8549 Equity
In the Circuit Court for
Anne Arundel County.

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, DOROTHY LEE BICHELL, will be served by the passage of the following order.

IT IS THEREUPON, this 10th day of September, 1943, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the infant, DOROTHY LEE BICHELL, mentioned in these proceedings be and she is hereby decreed to be the legally adopted child of ERNEST H. WICKLIFFE and DOROTHY J. WICKLIFFE, his wife, with all the rights vouchsafed under the laws of the State of Maryland.

AND it is further adjudged, ordered and decreed that the name of the said infant, DOROTHY LEE BICHELL, be and it is hereby changed from DOROTHY LEE BICHELL to DOROTHY LEE WICKLIFFE.

IT is further ordered that the said petitioners shall pay the costs of these proceedings, to be taxed by the Clerk.

Ridgely P. Melvin C.J.

Filed Sept. 10" 1943.

In the Matter of the Petition of William B. Ebaugh and Martha C. Ebaugh, his wife : For the Adoption of Hermann Tate, infant :

No. 8550 Equity
In the Circuit Court for
Anne Arundel County

PETITION FOR ADOPTION, etc.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of WILLIAM B. EBAUGH and MARTHA C. EBAUGH, his wife, of Anne Arundel County and State of Maryland, respectfully represents unto Your Honors:

FIRST: That your petitioners are residents of Lakeshore, Pasadena, Anne Arundel County, Maryland, and that WILLIAM B. EBAUGH is employed at the Bethlehem Steel Company as a machinist, earning approximately $70.00 weekly.

SECOND: That your petitioners were married on the 24th day of July, 1937, at Bel Air, Maryland, and that they have lived together as husband and wife ever since said date.

THIRD: That they have no children born unto them as a result of their said marriage; but the said MARTHA C. EBAUGH has one child, namely, HERMANN TATE, born unto her as a result of a previous marriage to a certain HERMANN E. TATE, now deceased. That said child was born on July 8, 1925, in Baltimore, Maryland, is now 18 years of age, and has resided with your petitioners ever since their marriage. That the said WILLIAM B. EBAUGH has become very much attached to said infant child.

FOURTH: That your petitioners desire and are anxious and willing jointly to adopt the said HERMANN TATE as their child so as to confer upon him all rights vouchsafed under the law in such cases. Your petitioners desire to retain said infant child under their roof and to care for and provide for him as their own son and to educate and train him in a manner conducive to his best interests.

FIFTH: That your petitioner, WILLIAM B. EBAUGH, has received the consent of the mother of said child, MARTHA C. EBAUGH, to this adoption, as is evidenced by her written assent attached hereto; and in an effort to retain her relationship with said infant, she joins in this petition for adoption.

SIXTH: Your petitioners further pray this Honorable Court that the name of HERMANN TATE be changed to that of HERMANN BURT EBAUGH.

TO THE END, THEREFORE:

(1) THAT this Honorable Court may pass a decree declaring the said HERMANN TATE, infant, to be the adopted child and son of your petitioners, WILLIAM B. EBAUGH and MARTHA C. EBAUGH.

(2) THAT the name of HERMANN TATE be changed from HERMANN TATE to HERMANN BURT EBAUGH.

(3) THAT your petitioners may have such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS to take such action and pass such order as may effectuate the wish and intention of your petitioners and promote the best interest and welfare of the said minor.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
Attorney for Petitioners

William Burt Ebaugh
Martha C. Ebaugh
Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of September, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared WILLIAM B. EBAUGH and MARTHA C. EBAUGH, his wife, the within-named petitioners, and made oath in due form of law that the matters and facts mentioned in the aforegoing petition are true as therein set forth.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Marie A. Durner
Notary Public

In the Matter of the Petition of William B. Ebaugh and Martha C. Ebaugh, his wife, for the Adoption of Hermann Tate, infant

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

I, MARTHA C. EBAUGH, mother of HERMANN TATE, do hereby assent to the application of WILLIAM B. EBAUGH to have the said HERMANN TATE declared the adopted child of WILLIAM B. EBAUGH and to have his name changed to HERMANN BURT EBAUGH.

Martha C. Ebaugh

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of September, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared

MARTHA C. EBAUGH 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 WILLIAM B. EBAUGH and to the change of his name to that of HERMANN BURT EBAUGH.

AS WITNESS my hand and Notarial seal.

(NOTARIAL SEAL)

Marie A. Durner

Notary Public

Pasadena, Maryland September 7, 1943

I HEREBY CERTIFY that I have known WILLIAM B. EBAUGH and MARTHA C. EBAUGH, his wife, for approximately 10 yers years and that I know them to be honest, sober, industrious and reliable. I believe them to be proper persons to have the care and custody of the infant child named herein; and I believe they will make kind, devoted and loving parents.

Albert Monson

Filed Sept. 9" 1943.

In the Matter of the Petition of William B. Ebaugh and Martha C. Ebaugh, his wife for the adoption of Hermann Tate, infant

No. 8550 Equity

In the Circuit Court for Anne Arundel County

DECREE Sept. 10, 1943

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, HERMANN TATE, will be served by the passage of the following order.

IT IS THEREUPON, this 10th day of September, 1943, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the infant, HERMANN TATE, mentioned in these proceedings be and he is hereby decreed to be the legally adopted child of WILLIAM B. EBAUGH and MARTHA C. EBAUGH, his wife, with all the rights vouchsafed under the laws of the State of Maryland.

AND it is further adjudged, ordered and decreed that the name of the said infant, HERMANN TATE, be and it is hereby changed from HERMANN TATE to HERMANN BURT EBAUGH.

IT is further ordered that the said petitioners shall pay the costs of these proceedings, to be taxed by the Clerk.

Ridgely P. Melvin C.J.

Filed Sept. 10" 1943.

In the Matter of the Adoption of : No. 8551 Equity
Richard Oliver Doran, now known : In the Circuit Court for
as Richard Oliver Allen : Anne Arundel County

PETITION FOR ADOPTION AND CHANGE OF NAME

Decree Sept. 16, 1943 fd.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William Henry Doran, Jr., and Mildred Lottie Doran, his wife, by Noah A. Hillman, their Solicitor respectfully shows:

1. That the parties are husband and wife and reside at Arnold, Anne Arundel County, Maryland and have been residents of said County for three years prior to the filing of this Petition.

2. That the parties hereto have a child born February 12th., 1935 who was named Richard Oliver Allen and registered as such with the Baltimore City Health Department.

3. That said child has been in continuous and uninterrupeted custody of the Petitioner Mildred Lottie Doran since the child's birth.

4. That said Petitioners Mildred Lottie Doran and William Henry Doran, desire to both change the name of said infant child as well as to make certain his status as their child.

5. Wherefore, the Petitioners pray that the Court pass an Order.

A. Declaring said infant child to be the legally adopted child of William Henry Doran, Jr., and Mildred Lottie Doran, his wife, in accordance with Sections 78 to 82 of Article 16 of the Code of Public General Laws of Maryland, with all the rights and privileges conferred by law and including rights of inheritance.

B. That the infant's name be changed from Richard Oliver Allen to Richard Oliver Doran.

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

And as in duty bound, etc.

William Henry Doran, Jr.
Mildred Lottie Doran
Noah A. Hillman
Solicitor for Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 15th day of September 1943, before me, the subscriber, a Notary Public of the State of Maryland and County aforesaid, personally appeared William Henry Doran, Jr., and Mildred Lottie Doran, his wife, and they each made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge, information and belief.

As Witness my hand and notarial seal.

(NOTARIAL SEAL)

Shirley Weinberg
Notary Public

Filed Sept. 15th 1943

DECREE

The Petition for adoption and affidavit in the above titled case having been by the Court read and considered, and it being the opinion of the Court that the best interests of the infant child mentioned in said Petition would be served by the adoption of said infant,

It is thereupon, ORDERED, ADJUDGED AND DECREED by the Circuit Court for Anne Arundel County this 16th day of September 1943, that the infant child Richard Oliver Allen, mentioned in the

Petition be and is hereby declared to be the adopted child of William Henry Doran, Jr., and Mildred Lottie Doran, his wife, with all rights and privileges conferred by law and including rights of inheritance; and it is

FURTHER ORDERED AND DECREED that the name of said infant child be and is hereby changed to Richard Oliver Doran,

And it is Ordered that the Petitioners pay the costs of these proceedings.

Ridgely P. Melvin

Judge

Filed Sept. 16" 1943

Ex Parte in the Matter of the	:	No. 8552 Equity
Adoption of Robert Shaffer,	:	In the Circuit Court for
an Infant.	:	Anne Arundel County

PETITION AND CONSENT Decree Sept. 17, 1943.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of James Elmer Harvey and Mildred Ellen Harvey, his wife, respectfully shows unto Your Honor as follows:

1. That Your Petitioners are residents of Anne Arundel County, Maryland, 42 years of age, legally married and living together.

2. That the said Robert Shaffer is the infant child of one Madeline Shaffer, and that said child was born out of wedlock to the said Madeline Shaffer on July 30, 1943.

3. That Your Petitioners desire to legally adopt said infant under the provisions of the Laws of the State of Maryland, and to change his name from Robert Shaffer to James Elmer Harvey, and to extend to him all the benefits, privileges and rights contemplated by law.

4. That the said Madeline Shaffer, mother of said child, also desires to have said child adopted by Your Petitioners, and has declared her consent to said adoption.

5. That Your Petitioners are financially able to care for said child, and are willing to properly educate, maintain and support him, and that they are able and willing to assume all obligations incident to the adoption of said child. That your Petitioners believe that the aforesaid adoption by Your Petitioners will be for the best interest and welfare of said infant.

WHEREFORE Your Petitioners pray that an appropriate Decree may be passed by this Honorable Court, declaring the said Robert Shaffer to be the legally adopted child of Your Petitioners, and that his name be changed to James Elmer Harvey.

AND, as in duty bound, etc.

James Elmer Harvey

Mildred Ellen Harvey

David S. Ross

Warren N Arnold

Solicitors for Petitioners

I HEREBY CERTIFY, that I have read the aforegoing PETITION and I do hereby consent to the passage of a Decree for the adoption of my infant son, Robert Shaffer, by the Petitioners, James Elmer Harvey and Mildred Ellen Harvey, and to the change of the name of said infant from Robert Shaffer to James Elmer Harvey.

Madeline Shaffer

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, that on this 15" day of September, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared JAMES ELMER HARVEY and MILDRED ELLEN HARVEY, his wife, Petitioners herein, and they each made oath, in due form of law, that the matters and facts set forth in the aforegoing PETITION are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial seal.

(NOTARIAL SEAL)

Warren N. Arnold
Notary Public

Ex Parte in the Matter of the Adoption of Robert Shaffer, an infant.

In the Orphans' Court of Baltimore City

AFFIDAVIT OF DAVID S. ROSS, ATTY.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 15 day of September, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared DAVID S. ROSS, and he made oath, in due form of law, as follows:

THAT his name is David S. Ross; that he resides at Homewood Apartments, Baltimore, Md.; that he has read the attached Petition of James Elmer Harvey and Mildred Ellen Harvey, his wife, for the adoption of Robert Shaffer; that he has known the said James Elmer Harvey and Mildred Ellen Harvey, his wife, for the past seven years; that he has visited the home of the said James Elmer Harvey and Mildred Ellen Harvey, his wife, at Odenton, Anne Arundel County, Maryland, on numerous occasions, and has had an opportunity to observe the conditions under which the said Petitioners are living; that he knows the Petitioners are people of good moral character; and that he knows that the said James Elmer Harvey is regularly employed by the Pennsylvania Railroad Company as a fireman and that said Petitioners have sufficient income with which to properly educate, maintain and support the child which they seek to adopt.

David S. Ross, Affiant

Subscribed and sworn to before me, the day and year first hereinabove written.

Witness my hand and Notarial seal.

(NOTARIAL SEAL)

Warren N. Arnold
Notary Public

Filed Sept. 17" 1943

In the Matter of the Adoption of Robert Shaffer, an infant

No. 8552 Equity
In the Circuit Court for Anne Arundel County

DECREE FOR ADOPTION

Upon consideration of the aforegoing petition:

It is thereupon, this 18th day September, 1943, by the CIRCUIT COURT for Anne Arundel County, and by authority of this Court, Adjudged, Ordered and Decreed, that Robert Shaffer

be and he is hereby declared to be legally adopted child of James Elmer Harvey and Mildred Ellen Harvey, his wife as prayed in said petition and that the name of the said Robert Shaffer be and the same is hereby changed from Robert Shaffer to James Elmer Harvey, and that the said petitioners pay the cost of the proceedings to be taxed by the Clerk.

Ridgely P. Melvin, C.J.

Filed September 17" 1943

Maggie A. Friemel	:	No. 8554 Equity
vs.	:	In the Circuit Court for
The Farmers National Bank of Annapolis	:	Anne Arundel County

BILL OF COMPLAINT, ANSWER and DECREE for appointment of Substituted Trustee.

To the Honorable, the Judges of said Court:

Your Orator complaining says:

FIRST: That on the 7th day of May, 1935, she executed a Deed of Trust conveying certain property in Anne Arundel County, State of Maryland, to James M. Munroe, Trustee, to secure an indebtedness to The Farmers National Bank of Annapolis in the amount of Twenty-two Thousand ($22,000.00) Dollars, said Deed of Trust being duly recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 138, folio 517.

SECOND: That the said James M. Munroe departed this life on the second day of January, 1937.

Therefore, your Petitioner prays this Honorable Court to appoint a Substitute Trustee of said Deed of Trust with all the powers and duties of the said James M. Munroe, Trustee.

AND as in duty bound, etc.,

Maggie A. Friemel - PETITIONER

To the Honorable, the Judges of said Court:

The Answer of The Farmers National Bank of Annapolis in the above entitled case respectfully shows:

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

R. Tilgham Brice III
Solicitor for The Farmers National Bank of Annapolis.

THE FARMERS NATIONAL BANK OF ANNAPOLIS
By: Carey L. Meredith
President

DECREE

This Cause having been submitted to the Court on Bill and Answer with the consent for the passage of an immediate Decree, the Court having considered said Bill and Answer, IT IS THEREUPON ORDERED AND DECREED that R. Tilghman Brice, III, be and he is hereby appointed Substituted Trustee in the place and stead of the said James M. Munroe, Trustee, in the Deed of Trust from Maggie A. Friemel to the said James M. Munroe, Trustee, dated the 7th day of May, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 138, folio 517, with all the duties and powers of the said James M. Munroe, Trustee, in

the said Deed of Trust. The costs of these proceedings to be paid by the Defendant.

James Clark

Associate Judge

Filed Sept. 24" 1943.

Iva H. Bassford,	:	No. 8556 Equity
vs.	:	In the Circuit Court for
Benjamin W. Hodges.	:	Anne Arundel County.

Certified copy of Bill of Complaint etc., from Circuit Court of Baltimore City

IN THE CIRCUIT COURT OF BALTIMORE CITY Docket A 592/1942

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your oratrix, complaining, says:

1. That complainant and respondent were formerly husband and wife, but were divorced on the 2nd day of June, 1941, by a decree of the Circuit Court of Baltimore City, a certified copy of said decree of divorce being filed herewith marked "Complainant's Exhibit No. 1" and prayed to be taken, read and considered as a part hereof.

2. That since the date of the decree of divorce aforesaid, your oratrix has resumed her maiden name, to wit, Iva Hulbert Bassford, by which name she has since been and is now known.

3. That at the time of said divorce, the said parties hereto were seized and possessed, as tenants by the entireties, in fee simple, of two parcels of real estate, one of said parcels lying in the City of Baltimore, State of Maryland, and more particularly described as follows:

BEGINNING FOR THE SAME on the south side of Lombard Street at the centre of the partition wall between the house on the lot being described and the house on the lot adjoining to the west, which place of beginning is at the distance of eighty-one feet, seven and one-half inches easterly from the southeast corner of Lombard and Green Streets, and running thence southerly through the centre of the partition wall above mentioned and continuing the same direction through the centre of the covered alley between the house fronting on King Street on the lot now being described and the house fronting on King Street on the lot adjoining to the west in all one hundred and seventy-five feet, eleven and one-half inches to the north side of King Street (formerly Carpenter Alley) at a point distant easterly eighty-three feet, ten and one-half inches from the east side of Green Street; thence easterly binding on the north side of King Street twenty-one feet, six inches to the southwest corner of the ground, which by Indenture dated February 1st, 1844, and recorded among the Land Records of Baltimore City in Liber T. K. No. 338, folio 224, &c., was granted and conveyed by James Howard McHenry to Wesley Starr; thence northerly binding on that ground one hunderd and seventy-five feet, eleven and one-quarter inches to the south side of Lombard Street, and thence westerly binding on the south side of Lombard Street twenty-one feet six inches to the place of beginning. Subject to the use of an alley three feet in width laid out along the first line of the above described ground and extending northerly from the King Street house a distance of twenty-five feet, the centre line of the said three foot alley coinciding with the first line of the above

described ground as now laid out and used in common with the owners and occupiers of the lot adjoining to the west, with the right of using the westernmost wall of the house adjoining to the eastward to a depth of forty feet southerly from Lombard Street in accordance with a grant from Wesley Starr to George A. Davis, dated December 21st, 1844 and recorded among the Land Records of Baltimore City in Liber A.W.B. No. 353, Folio 185, &c. The improvements thereon being known as No. 519 West Lombard Street.

BEING the same lot of ground which by deed dated October 17, 1936, and recorded among the Land Records of Baltimore City in Liber S.C.L. No. 5667, Folio 281, &c. was granted and conveyed by the Maryland Title Securities Corporation to Benjamin W. Hodges and Iva B. Hodges, his wife.

and the other of said parcels being all that lot of ground situate in the Village of Taylorsville, in the First Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING FOR THE SAME at a point in the Public Road leading from Taylorsville Bridge to Davidsonville said point of beginning being south 89 deg. 20' East 36 feet from the southwest corner of a dwelling house on the lot adjoining the store and Post Office and is south 0 deg. 30' West 61.5 feet from the southwest corner of said Store and Post Office thence south 38 deg. 10' East 195.1 feet to a stake on the edge of a 16 foot road to be laid out thence with the edge of said 16 foot road south 51 deg. 50' West 100.0 feet to a stake on the edge of the same thence leaving said 16 foot road North 38 deg. 10' West 217.1 feet to a point in the centre of the aforementioned County Road, thence with the County Road North 64 deg. 10' East 102.15 feet to the beginning. Containing 0.49 acres of land, more or less, according to a survey made by Hall & Carr, Surveyors, September 28, 1923.

BEING all that lot of ground secondly described in a deed dated the 23rd day of March 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 104, Folio 234, from Eugene P. Childs, Trustee, to Benjamin Watkins Hodges and Iva B. Hodges, his wife.

4. That by reason of said divorce, your oratrix and the said respondent no longer own said properties as tenants by the entireties, but own the said two pieces of real estate as tenants in common.

5. That the said real estate is not susceptible of partition without material loss and injury to the parties entitled thereto, and that in order to make a division of said interests, it will be necessary that said real estate be sold and the proceeds thereof divided amongst the said parties according to their respective interests.

6. That your oratrix further shows unto this Honorable Court that by an agreement dated November 20, 1940, between the said Benjamin W. Hodges, the respondent, as party of the first part, and Iva Hulbert Bassford Hodges, your oratrix, as party of the second part, which said agreement is filed herewith marked "Complainant's Exhibit No. 2" and prayed to be taken, read and considered as a part hereof, the said Benjamin W. Hodges was designated to manage the said properties, collect the rents, issues and profits therefrom, and after paying taxes and all other carrying charges, including minor urgent repairs, to divide the net proceeds of said rentals between the said Benjamin W. Hodges and the said Iva Hulbert Bassford Hodges, and your oratrix avers that since the said 20th day of November, 1940, the said Benjamin W. Hodges has been collecting the rents and managing the said properties, but he has never fully, accurately and completely accounted to your oratrix for the rentals

received therefrom.

7. Your oratrix further shows that the parcel of land lying in Baltimore City hereinabove first described had been subject to a mortgage signed and executed by your oratrix and the said respondent for $6,000.00, which on April 15, 1940, had been reduced to $3900.00, and on said date, to wit, April 15, 1940, at the request of the said respondent, your oratrix loaned and advanced to him, the said Benjamin W. Hodges, the sum of $3900.00 to pay off the said mortgage, and that the said mortgage was paid off by the said Benjamin W. Hodges with the funds so loaned and advanced to him by your oratrix and the said mortgage was duly released of record. That by reason thereof your oratrix avers that she is entitled to have a lien declared in her favor for one-half of the said $3900.00, so loaned and advanced by her, as against the interest of the said respondent in and to any proceeds of the sale of said parcel of land.

TO THE END, THEREFORE:

(a) That a decree may be passed for the sale of the said real estate;

(b) That the proceeds of said sale may be distributed among the said parties according to their respective rights and interests;

(c) That the said respondent may account to your oratrix, under the direction of this Court, for all the rents, issues and profits of the said properties from the said 20th day of November, 1940;

(d) That your oratrix may be declared to be entitled to a lien against the proceeds of the sale of the Baltimore City property as may be distributed to the said respondent to the extent of the sum of $1950.00, being one-half of the sum of $3900.00 loaned and advanced by her to the said respondent to pay off the aforesaid mortgage on said property; and

(e) That your oratrix may have such other and further relief as her said cause may require.

And as in duty bound, etc.

Iva H. Bassford
Complainant.

H. Mortimer Kremer
Solicitor for Complainant.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 28th day of September, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Iva H. Bassford, the above named complainant, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of her knowledge and belief.

As witness my hand and Notarial Seal.

(Notarial Seal)

Jesse Fine
Notary Public.

IN THE CIRCUIT COURT OF BALTIMORE CITY

IVA H. BASSFORD VS. BENJAMIN W. HODGES

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Iva Bassford Rothstein and Maurice Rothstein, her husband, respectfully represents:

1. Petitioner, Iva Bassford Rothstein is the complainant named in the above entitled proceeding, who, since the filing by her of the Bill of Complaint herein, has intermarried with

Maurice Rothstein, and is now known as Iva Bassford Rothstein.

2. That by reason of her said marriage, her husband, the said Maurice Rothstein, is a proper and necessary party to this proceeding, because of his dower interest in the property mentioned therein, and it is the desire of your petitioners that the said Maurice Rothstein be made a party plaintiff herein.

WHEREFORE, petitioners respectfully pray (a) that the name of the complainant herein may be amended to read "Iva H. Bassford, now known as Iva Bassford Rothstein"; and (b) that Maurice Rothstein, husband of the said complainant, may be made a party complainant.

And as in duty bound, etc.

Iva Bassford Rothstein
Maurice Rothstein

H. Mortimer Kremer
Solicitor for Petitioners.

DISTRICT OF COLUMBIA, ss:

I HEREBY CERTIFY, That on this I day of March, 1943, before me, the subscriber, a Notary Public of the District of Columbia aforesaid, personally appeared Iva Bassford Rothstein and Maurice Rothstein, her husband, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true as therein stated to the best of their knowledge and belief.

As witness my hand and Notarial Seal.

Evelyn G. Foxwell (Notarial Seal)
Notary Public.

ORDER

Upon the foregoing petition and affidavit, it is this 3rd day of March, 1943, by the Circuit Court of Baltimore City,

ORDERED that the name of the complainant in these proceedings may be amended by adding thereto "now known as Iva Bassford Rothstein"; and it is further

ORDERED that Maurice Rothstein, husband of the said complainant, be and he is hereby made a party complainant to this proceeding.

Edwin T. Dickerson

IVA BASSFORD ROTHSTEIN, ET AL.
VS.
Benjamin W. Hodges

In The
Circuit Court of
Baltimore City

DECREE

The above cause standing ready for hearing and being submitted by counsel for the respective parties, the Bill, Answer, Testimony and all the other proceedings were, by the Court, read and considered.

IT IS THEREUPON, This 13th day of May, in the year nineteen hundred and forty-three by the Circuit Court of Baltimore City, ADJUDGED, ORDERED and DECREED, that the properties described in these proceedings be sold, and that H. Mortimer Kremer and George R. Coleburn 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 corporate surety or sureties to be approved by this Court, in the penalty of Fourteen Thousand Dollars conditioned for the faithful performance of the trust reposed in them by this decree, or to be

reposed in them by any future decree or Order in the premises; they shall then proceed to make the said sale either by private contract or at public auction; if by private contract, at not less than the appraised values as shown by the testimony filed in these proceedings; if at public auction, after having given at least three weeks notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore and Anne Arundel County, as they shall think proper, of the time, place, manner and terms of sale, which shall be cash upon ratification of sale, and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money, (and not before) the said Trustees shall, by good and sufficient deed or deeds to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Complainants and Defendant, and those claiming by, from or under them or either of them.

And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court after deducting the costs of this suit, and such 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.

AND IT IS FURTHER ORDERED that all questions raised by the bill herein and not determined by this decree be and the same are hereby reserved for the future action of the court thereon.

Edwin T. Dickerson

This is a proper decree to be passed in this case.

Ward B. Coe

Auditor and Master

Iva Bassford Rothstein, et al

vs.

Benjamin W. Hodges

In The

Circuit Court of

Baltimore City

REPORT OF SALE

To The Honorable Judge of the Circuit Court of Baltimore City:

The Report of Sale of H. Mortimer Kremer and George R. Coleburn Trustees appointed by the decree in the above entitled cause, to make sale of the fee simple properties known as 519 West Lombard Street, Baltimore, Maryland, and dwelling located at Riva, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust, as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a weekly newspaper published in Anne Arundel County, and in the Daily Record, a daily newspaper published in Baltimore City, for more than three successive weeks preceding the day of sale, said Trustees, H. Mortimer Kremer and George R. Coleburn did pursuant to said notice on Thursday the Tenth day of June 1943 at 2:00 & 4:00 o'clock P.M., respectively attend on the respective premises and then and there sold said properties as follows: No. 519 West Lombard Street unto Benjamin W. Hodges for the sum of Twelve Thousand Five Hundred Dollars ($12,500.00), and

Dwelling at Riva, Anne Arundel County, unto Maurice T. Rothstein and Iva B. Rothstein, his wife, for the sum of Four Thousand Dollars($4000.00), they being the highest bidders therefor, in accordance with the terms and conditions of the annexed advertisements of sale.

H. Mortimer Kremer
George R. Coleburn
Trustees

State of Maryland, City of Baltimore, Set:

I Hereby Certify, That on this 15th day of June 1943 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared H. Mortimer Kremer and George R. Coleburn, Trustees, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sales thereby reported were fairly made.

As witness my hand and Notarial Seal,

(NOTARIAL SEAL)

Rae P. Shoolman
Notary Public.

Iva Bassford Rothstein, et al
vs.
Benjamin W. Hodges

In The
Circuit Court of
Baltimore City

ORDERED BY THE COURT, This 17th day of July, 1943, that the Total sales made and reported by the Trustees, on June 15th, 1943 aforesaid, be and the same is hereby finally RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Eli Frank

State of Maryland, City of Baltimore, ss:

I, Henry J. Ripperger, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above are true copies of the original Bill of Complaint, Petition and Order to Amend, Decree, Report of Sale and Final Order of Ratification on Trustee's Report of Sale 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 23" day of September A. D., 1943

(COURT SEAL)

Henry J. Ripperger
Clerk

Filed Sept. 27" 1943.

In the Matter	:	No. 8601 Equity
of the Petition of	:	In the Circuit Court for
Keith Arthur Johnson.	:	Anne Arundel County.

PETITION TO CHANGE NAME.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Petition of KEITH ARTHUR JOHNSON respectfully represents:

1. That he was born in New Haven, Connecticut on September 24, 1921, and was appointed to the U. S. Naval Academy, Annapolis, Maryland on June 25, 1941, where he is now stationed.

2. That on account of the large number of people in the naval service by the name of Johnson, and the confusion which exists in the use of such surname, your Petitioner prays that his name be changed to Keith Johnson Arthur.

3. He attaches and prays to be made a part of this Petition, an affidavit of consent to so change his name from his father, Wright H. Johnson, Captain, USA, (Retired).

And as in duty bound,

Roscoe C. Rowe,

Solicitor for Petitioner.

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, That on this 15th day of February, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared the above named KEITH ARTHUR JOHNSON and made oath in due form of law that the matters and facts in the aforegoing petition are true to the best of his knowledge and belief.

(NOTARIAL SEAL)

Mary L. DiMaggio

My Commission Expires May 7, 1945.

Notary Public

AFFIDAVIT

State of California County of Los Angeles S.S.

Personally appeared before me this day WRIGHT H. JOHNSON, who being duly sworn deposes and says:

That he is the father of MIDSHIPMAN KEITH ARTHUR JOHNSON, now stationed at the United States Naval Academy, Annapolis, Maryland. That said KEITH ARTHUR JOHNSON is petitioning for legal change of name to KEITH JOHNSON ARTHUR.

That deponent is fully aware of the confusion which may exist due to the use of so common a surname as JOHNSON, and for that reason signifies his unqualified approval of legal change of name.

That MARTHA T. JOHNSON is the wife of deponent, and is the mother of MIDSHIPMAN KEITH ARTHUR JOHNSON. That MARTHA T. JOHNSON is familiar with contemplated change of name and the reasons therefore, and has signified her approval.

Wright H. Johnson

Captain U. S. Army, Retired

Subscribed and sworn to before me this 31 day of January, 1944

(NOTARIAL SEAL)

Loren H. Myers

My Commission Expires August 27, 1946

(Signature of official administering oath)
Notary Public in and for the County of
Los Angeles, State of California

J.H.H. #56

ORDER

Upon consideration of the aforegoing petition and affidavit it is this 17th day of February, 1944, by the Circuit Court of Anne Arundel County, adjudged, ordered and decreed, that the name of KEITH ARTHUR JOHNSON, now stationed at the U. S. Naval Academy, Annapolis, Maryland be, and is hereby changed from KEITH ARTHUR JOHNSON to KEITH JOHNSON ARTHUR, as is prayed in said petition, and that the said petitioner pay the costs of these proceedings, to be taxed by the Clerk.

James Clark Judge

Filed Feby. 17" 1944.

Ex Parte in the Matter	:	No. 8598 Equity
of the Adoption of Joan	:	In the Circuit Court for
Baroch, infant	:	Anne Arundel County.

PETITION, AFFIDAVITS, ASSENT AND ORDER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Albert G. Steinberg and John W. Steinberg, his wife, respectfully shows as follows:

1. That your petitioners are husband and wife and have for some time past resided in Severn, Anne Arundel County, Maryland.

2. That your petitioners have no children of their own and for some time past have had the care and custody of Joan Baroch who was born to her mother, Elsie Baroch, out of lawful wedlock, on the 4th day of July 1943, at the Baltimore City Hospital.

3. That since the said child has been in the care and custody of your petitioners they have learned to love and care for her as if she were their own. That it is their desire to adopt said child as their own and to change her name from Joan Baroch to Joan Adeleda Steinberg. That they are well able to rear, support and educate the said infant child and under all the circumstances it will be to the best interest of said infant that this petition be granted.

WHEREFORE your petitioners pray that an order be passed by this Court declaring the said Joan Baroch to be the legally adopted daughter of your petitioners, Albert G. Steinberg and John W. Steinberg, his wife, and that her name be changed from Joan Baroch to Joan Adeleda Steinberg.

AND AS IN DUTY BOUND, &c.

Albert G. Steinberg
John W. Steinberg
Petitioners

Hartwell M. King
Solicitor for Petitioners

STATE OF MARYLAND, Baltimore City, to wit:

I HEREBY CERTIFY, that on this 27th day of January, 1944, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid personally appeared Albert G. Steinberg and John W. Steinberg, his wife, and they made oath in due form of law that the matters and facts in the aforegoing petition are true as therein set forth to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Jeanne M. Crouse

Notary Public

THIS is to certify that I, Elsie Baroch, mother of Joan Baroch, have read the aforegoing petition and fully understand the contents and legal effect of same. I further understand that if a decree of adoption is passed in this cause declaring the said Joan Baroch, to be the legally adopted child of Albert G. Steinberg and John W. Steinberg, his wife, I lose further and absolute control over said child and the adopting parents become liable thereafter for her support and maintenance; and I hereby assent to the passage of a decree of adoption as prayed.

Elsie Baroch

STATE OF MARYLAND, Baltimore City to wit:

I HEREBY CERTIFY, that on this 27th day of January 1944, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid personally appeared Elsie Baroch and she made oath in due form of law that she has read the aforegoing petition and she acknowledged the aforegoing assent to be her act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Jeanne M. Crouse

Notary Public

THIS IS TO CERTIFY that we the undersigned have read the aforegoing petition and we feel that Mr. and Mrs. Albert G. Steinberg are the proper persons to have the care and custody of Joan Baroch.

They are thrifty and are purchasing their home and they are well able to rear, educate and furnish said child with necessities and we feel that under all circumstances concerned they are proper persons to have her care and custody.

Mr. Charles E Hollar

Mrs. Jenas E. Hollar

THIS IS TO CERTIFY that we, Sam Weinstein, a merchant doing business in Severn, Maryland, and Bessie Weinstein, his wife, have known Mr. and Mrs. Albert G. Steinberg for the past three years. They are straight forward, hard working and honest in their dealings. They are exceptionally fond of Joan Baroch and under all the circumstances we feel that they are proper persons to have her care and custody.

Sam Weinstein

Mrs. Bessie Weinstein, wife

Ex Parte in the Matter of the Adoption of Joan Baroch, infant.

No. 8598 Equity

In the Circuit Court for Anne Arundel County.

DECREE

Upon consideration of the aforegoing petition:

It is thereupon, this 10th day of February 1944, by The Circuit Court For Anne Arundel County, In Equity, ADJUDGED, ORDERED and DECREED, that Joan Baroch be and she is hereby declared to be the legally adopted child of Albert G. Steinberg and John W. Steinberg, his wife, as prayed in said petition and that the name of the said infant be and the same is hereby

changed from Joan Barcch to Joan Adeleda Steinberg.

It is further Ordered that the said petitioners pay the cost of the proceedings to be taxed by the Clerk.

James Clark Judge

Filed Feby. 10" 1944

In Re:	:	No. 8588 Equity
In the Matter of the adoption	:	In the Circuit Court for
of Shirley Gene Kendall	:	Anne Arundel County

PETITION, AGREEMENT AND EXHIBITS

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of James B. Allston, by his attorney, Henry J. Tarantino, respectfully represents unto your Honor:

1. That your petitioner, James B. Allston and Margaret Allston, nee Margaret Fisher were married on the 5th day of April, 1939, in the City of Annapolis and reside together in said City.

2. That said James B. Allston serves in the United States Navy as a Chief Carpenter and that the said Margaret Allston, his wife, manages and operates the home of your petitioner.

3. That the said Shirley Gene Kendall was born in wedlock on the 25th day of August 1932, to Henry Kendall and Margaret Fisher Kendall, whom have been since devorced.

4. That since the date of the devorce and the subsequent marriage of the said child's mother to the said James B. Allston, the said Shirley Gene Kendall has been in the custody of her mother Margaret Fisher Allston and her step-father, James B. Allston.

5. That the present whereabouts of the said Henry Kendall are unknown to your petitioner and the said Margaret Fisher Allston and the said Shirley Gene Kendall derives her support and maintainance, jointly from your petitioner and Margaret Fisher Allston, her mother and his wife.

6. That your petitioner desires to adopt as his child, the said Shirley Gene Kendall, in accordance with the provisions of the Code of Public General Laws of Maryland, (1939), Article 16, Section 78; and further respectfully aver, allege and show, that your petitioner and his wife, the said Margaret Fisher Allston, mother of the said Shirley Gene Kendall maintain a moderate and comfortable home and that he is willing to share with the said wife and mother, Margaret Fisher Allston in providing for the proper care, maintenances, education and rearing of the said Shirley Gene Kendall. And your petitioner further allege that the mother of said child, Margaret Fisher Allston is willing to have this Honorable Court pass a decree of adoption in the premises, whereby the said Shirley Gene Kendall shall become the adopted child of your petitioner and share with her as mother and wife as the rightful legal parents; and in proof thereof, your petitioner attach hereto the written consent of the said Margaret Fisher Allston, showing her willingness to have her said daughter, so adopted by her husband, the said petitioner, James B. Allston, which is marked "Petitioner's Exhibit A".

7. That your petitioner believes, and therefore, aver that it will be for the best interests and welfare of the said child that she be so adopted by your petitioner, and that her well-being, comfort and happiness will be properly promoted by such adoption; and your petitioner file herewith as a further part hereof, written statements of Mrs. Rita Reynolds and Mrs. Helen Popham, citizens of Anne Arundel County, Maryland, in support of his petition, showing that your petitioner is a fit person to share with Margaret Fisher Allston, as the rightful legal parents, which statements are marked "Petitioner's Exhibit B" and Petitioner's Exhibit "C", respectfully.

Your Petitioner, therefore, respectfully prays:

1. That a decree may be passed by this Honorable Court, declaring the said child, Shirley Gene Kendall, to be the adopted child and daughter of your petitioner, James B. Allston, in accordance with the Laws of the State of Maryland, in order that he may share with the said Margaret Fisher Allston, as the rightful legal parents of the said child; and that the name of the said child, Shirley Gene Kendall be changed to that of your petitioner, and that she be thereafter known as Shirley Gene Allston.

2. That your petitioner may have such other and further relief as his cause and equity may require.

Henry T. Tarantino — James B. Allston, Petitioner

Solicitor for Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I HEREBY CERTIFY, that on this 30th day of December, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared James B. Allston, the within petitioner, 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 the best of his knowledge, information and belief.

Witness my hand and Notarial seal.

(NOTARIAL SEAL) — Josephine S. Mason

Notary Public

PETITIONER'S EXHIBIT A.

I, Margaret Fisher Allston, of Annapolis, Maryland, do hereby certify, that I am the natural mother of Shirley Gene Kendall, who was born on the 25th day of August, 1932, and that I am willing, and hereby voluntarily declare my assent to the adoption of my said daughter and for her to become the adopted daughter of my husband, the said James B. Allston, so that he may share with me as rightful legal parents of said child; and I do voluntarily give my consent to the passage by the Circuit Court for Anne Arundel County, in Equity, of a Decree of Adoption, whereby my daughter shall become the adopted daughter of my husband, the said James B. Allston, and I do further consent that in the said Decree of Adoption her name be changed to Shirley Gene Allston in the place and stead of Shirley Gene Kendall.

Josephine S. Mason — Margaret Fisher Allston

Witness

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I HEREBY CERTIFY, that on this 30th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appear-

ed Margaret Fisher Allston, who in my presence signed her name to the above statement to her act and deed; and at the same time she further acknowledged that she has read the said statement and fully understands its meaning.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Josephine S. Mason

Notary Public

TO WHOM IT MAY CONCERN

I, Mrs. Rita Reynolds, of Annapolis, Maryland, do hereby certify that I have personally known James B. Allston and Margaret Fisher Allston, his wife, for four years, and I have had occasion to observe the manner in which they conduct their home and their social enviroment and that I certify that they are of good character and excellent reputation, and that they have maintained a clean and comfortable home; that they enjoy the social respect of the community in which they reside; that James B. Allston is in the service of the United States Navy, as a Chief Carpenter's Mate, and his wife, Margaret Fisher Allston is a house wife, and that any child that would become a member of their household would enjoy and benefit from the operation of such household and enviroment.

Witness Mrs Florence Morgan Mrs Rita Reynolds

PETITIONER'S EXHIBIT B.

TO WHOM IT MAY CONCERN

I, Mrs. Helen Popham, of Annapolis, Maryland, do hereby certify that I have personally known James B. Allston and Margaret Fisher Allston, his wife, for four 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 comfortabel home; that they enjoy the social respect of the community in which they reside; that James B. Allston in in the service of the United States Navy, as a Chief Carpenter's Mate, and his wife, Margaret Fisher Allston is a housewife, and that any child that would become a member of their household would enjoy and benefit from the operation of such a household and environment.

Witness Mrs Florence Morgan Mrs. Helen Popham

Filed Jany. 4" 1944.

In Re: No. 8588 Equity

In the Matter of the Adoption In the Circuit Court for

of Shirley Gene Kendall Anne Arundel County.

DECREE OF ADOPTION Jany. 4, 1944

James B. Allston, of Anne Arundel County, Maryland, having filed his petition in this Court, praying that a decree be passed therein and herein, declaring Shirley Gene Kendall to be his adopted daughter, in accordance with the provisions of the laws of the State of Maryland, in order that he may share with Margaret Fisher Allston, his wife and the natural mother of said child, as the rightful legal parents of the said Shirley Gene Kendall; the said natural mother of the said child 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 Shirley Gene Kendall, will be promoted by such adoption.

IT IS THEREUPON, this 4th day of January, 1944, by the Circuit Court for Anne Arundel County, in Equity, and by the authority thereof, ADJUDGED,ORDERED AND DECREED, that Shirley Gene Kendall, daughter of Henry Kendall and Margaret Fisher Allston, be and she is hereby declared to be the adopted child of James B. Allston, so that said James B. Allston may share with his wife and the natural mother of said child, Margaret Fisher Allston as rightful legal parents; and it is further ADJUDGED, ORDERED AND DECREED, by the authority aforesaid, that the name of the said child be hereby changed from Shirley Gene Kendall to Shirley Gene Allston and it is further ORDERED that the petitioner pay the costs of these proceedings.

Ridgely P. Melvin

Chief Judge

Filed Jany. 4" 1944

EXPARTE: In the Matter of	:	No. 8592 Equity
the Adoption and Change of	:	In the Circuit Court for
Name of Sandra Henderson	:	Anne Arundel County

PETITION, AFFIDAVIT AND DECREE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE PETITION of HARRY E. BEAMAN Jr. and SUE G. BEAMAN, his wife, respectfully represent:

1. THAT on or about the 7th day of December, 1943, Your Petitioners caused to be inserted in the Baltimore Sun, a daily newspaper published in the City of Baltimore a notice as follows,"Childless couple wishes to adopt Gentile girl, Box 19473 Sun". A copy of the certificate is filed herewith as Exhibit No. 1.

2. THAT in response to said advertisement Your Petitioners received a letter from one Norma Henderson stating that she was confined in the City Hospital of Baltimore expecting the birth of a child, and if the child was a female she would agree to the legal adoption of said child by Your Petitioners. A copy of the letter is filed herewith as Exhibit No. 2.

3. THAT the said Norma Henderson did give birth to a female child on the 9th day of December, 1943, and gave it the name of "Sandra Henderson".

4. THAT the said Norma Henderson mother of said child upon her discharge refused to take the child from the said Hospital and the same was given to your Petitioners by the Physician in charge.

5. THAT your Petitioners now have the child at their home No. 12 Manor Road, Glen Burnie, Maryland, who is now under the care of Dr. Joseph Lipskey and is well and healthy in every respect.

6. THAT in order to furnish more information to the Court as to the marital status of the said Norma Henderson the mother of said child, Your Petitioner Sue G. Beaman addressed a letter to the said Norma Henderson on the 18th day of December, 1943, and received a reply at the bottom of the letter as follows: "This child is an illegitimate child".

7. THAT not being satisfied with the reply above, Counsel for your petitioners addressed a letter to the mother of said child on the 10th day of January, 1944, and received a reply that she had never been married. A copy of both letters and answers are filed herewith and as Exhibits No. 3.

8. THAT Your Petitioners are willing, able and anxious to care for and educate the child according to their station in life, that they will both love and support said infant child and will give her a good home.

9. THAT Your Petitioners are willing, able and anxious to maintain, support and educate said infant according to their station in life and aver that the legal adoption will be for the best interest of said infant.

10. THAT the said Norma Henderson (nee Norma Hinton) mother of said Sandra Henderson, infant, joins in this Petition and assents to a decree to be passed by this Honorable Court for the legal adoption of said infant and change of name as prayed.

WHEREFORE, YOUR PETITIONERS pray this Honorable Court to pass a Decree declaring the said Sandra Henderson to be the legally adopted daughter of Harry E. Beaman Jr. and Sue G. Beaman, his wife, and that her name be changed to SANDRA LOUISE BEAMAN.

Harry E. Beaman, Jr.
Sue G. Beaman
Petitioners

H. E. Kindred
Solicitor

STATE OF MARYLAND, ANNE ARUNDEL COUNTY: to wit:

I HEREBY CERTIFY, that on this 18th day of January, 1944, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County, personally appeared Harry E. Beaman Jr. and Sue G. Beaman, his wife, 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 their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Viola Kindred
Notary Public

I HEREBY ASSENT to any Decree which may be passed by a Court of Record for the legal adoption of my daughter Sandra Henderson, who was born out of wedlock in the City Hospital of Baltimore, on the 9th day of December, 1943, and to change her name to Sandra Louise Beaman.

Norma Henderson
Norma Hinton

Filed Jany. 25" 1944.

DECREE

UPON THE AFOREGOING PETITION, AFFIDAVIT AND ASSENT to DECREE, it is this 25th day of January, 1944, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED, that Sandra Henderson, infant child of Norma Henderson (nee Hinton) be and she is hereby declared to be the legally adopted daughter of Harry E. Beaman Jr. and Sue G. Beaman, his wife; and that the name of said infant be, and the same is hereby changed to SANDRA LOUISE BEAMAN, as prayed.

AND THAT the Petitioners pay the court costs of these proceedings.

Ridgely P. Melvin, C.J.

Filed Jany. 25" 1943

PLAINTIFF'S EXHIBITS Nos. 1-2 and 3

The Sun Dec. 17 1943

We Hereby Certify, that the annexed advertisement of H. E. Beaman, 12 Manor Road Glenburnie, Md. (Sun Box 19473)was published in "The Sun" a daily newspaper printed and published in the City of Baltimore Dec 7,8,9, 1943

first insertion____

CHILDLESS COUPLE wishes to adopt Gentile infant girl. Box 19473. Sun.

PLAINTIFF'S EXHIBIT NO. 1.

The A. S. ABELL COMPANY,

BY Carl E. Grimmer

PLAINTIFF'S EXHIBIT No. 2.

1311 Curie Way
O'Donnell Height's
December 8, 1943
Balto 24, Md.

Dear Sir & Madam,

I am writing to you in regards to your ad. in the Evening Sun paper, in reference to adopting a gentile infant girl. I am expecting a baby at Christmas time and will consider adopting it out. Of course I can't assure you it will be a girl, but if you are interested please write to me at the above address, giving your name and address, or phone number, and stating when I may see or phone you. If I don't hear from you by Monday December thirteenth, I will know you are not interested, and will consider the matter closed.

Sincerely,

Mrs. Norma Henderson

SUE G. BEAMAN
12 Manor Road
Glen Burnie, Maryland

Dec. 18, 1943

My Dear Mrs. Henderson:

Our Attorney advises us that he must have the following information:

1. Marriage Status of husband and wife.
2. Parents full name.
3. How long have you (both) resided in this State?
4. When married and by whom?
5. Number of children you have and their ages.
6. Occupation of husband.

Please answer these questions on the bottom and reverse side of page. Please return immediately in order to facilitate proceedings.

Sincerely,

PLAINTIFF'S EXHIBIT No. 3.

Sue G. Beaman

This baby is an illegitimate child.

Norma Henderson

1311 Curie Way
O'Donnell Height's
January 13, 1944
Balto, 24, Md.

Dear Sir

This is in reply to your letter which I received Tuesday January eleventh. I am very sorry I can't answer your questions, due to the fact that I am not married and have never been I wish to get this affair over with just as soon as possible, (and as quiet as possible), and I will cooperate with you and Mr. & Mrs Beaman to the best of my ability.

PLAINTIFF'S EXHIBIT No. 3.

Sincerly yours,

Norma Henderson

January 10, 1944.

Mrs. Norma Henderson,
1311 Curie Way,
O'Donnell Heights,
Baltimore 24, Maryland.

Dear Mrs. Henderson:

On December 18, 1943, Sue G. Beaman addressed a letter to you asking you to answer six questions relative to your marital status etc.

I am sure that you want to assist the Petitioners and also the Court in the legal adoption of your daughter Sandra, and of course you also know that it is necessary that the Court have full information regarding the parentage of this child.

I am setting forth herewith the same questions and I would like to have you answer each and every one to the best of your ability. You state in a reply to this letter "This baby is an illegitimate child".

Please inform me who is the father of this child and how long your husband has been absent from his home. All of these questions and answers are strictly confidential.

For your information your child is going to have a very nice home with Mr. and Mrs. Beaman.

1. Marriage status of husband and wife?
2. Parents full name.
3. How long have you both resided in this State?
4. When married and by whom?
5. Number of children you have and their ages.
6. Occupation of husband.

Please answer the above questions at once.

Thanking you, I am

Very truly yours,

Plaintiff's Exhibit No. 3

Filed Jany. 25" 1944

In the Matter of the adoption	:	No. 8594 Equity
of Philip Gordon Harlow,	:	In the Circuit Court for
adult.	:	Anne Arundel County

Petition and consent to adoption, and affidavit of petitioner, and Order of Court thereon.

To the Honorable, the Judge of said Court:

The petition of Mary Louise Harlow respectfully represents:

1. That your petitioner took unto her care and custody an infant child, three days old on November 6, 1917, in Boston Massachusetts, and your petitioner proceeded to raise said child from infancy and to educate him, and he is now twenty-six (26) years of age.

2. That at the time your petitioner assumed the care and custody of said child, she gave it the name of Philip Gordon Harlow which is the name still used by the said Philip Gordon Harlow, except as hereinafter stated.

3. That the said Philip Gordon Harlow was never legally adopted by your petitioner but to all intents and purposes he has been regarded as her son and has been treated accordingly.

4. That the said Philip Gordon Harlow is now a member of the Armed Forces of the United States of America, is in the United States Army, and is stationed at Camp Edwards, Massachusetts, and is using the name of William P. Bullis also.

5. That, because of the fact that the said Philip Gordon Harlow has not heretofore been legally adopted by your petitioner, his status in the Army is confused and the record of his service is somewhat complicated.

6. That your petitioner desires to adopt the said Philip Gordon Harlow as her lawful son and desires to have him bear the name of Philip Gordon Harlow.

7. That the said Philip Gordon Harlow has consented to the passing of a decree declaring him to be the legally adopted son of your petitioner, and said consent is attached hereto as a part hereof.

8. That the parents, next-of-kin or any other relative of the said Philip Gordon Harlow are unknown and your petitioner has no knowledge of any living relative who would be interested in the said Philip Gordon Harlow.

9. That your petitioner has been a resident of Anne Arundel County for a number of years and now resides therein, and has no next of kin.

Wherefore your petitioner prays this Honorable Court to pass a decree in the premises, declaring the said Philip Gordon Harlow to be the legally adopted son of your petitioner, and also authorizing the said Philip Gordon Harlow to bear said name legally.

And as in duty bound, etc.

Benjamin Michaelson
Solicitor for Petitioner.

Mary Louise Harlow
Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 18" day of January, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Mary Louise Harlow, 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.

CONSENT TO ADOPTION

To the Honorable, the Judge of said Court:

I, Philip Gordon Harlow, also known as William P. Bullis, do hereby consent to my adoption by Mary Louise Harlow as her lawful son, and I do hereby further consent to the passing of a decree by this Court declaring me to be the legally adopted son of Mary Louise Harlow and authorizing me to use the name of Philip Gordon Harlow legally.

Witnessed:

Weir: N Franklin

22 Jan 1944

William P. Bullis
Philip Gordon Harlow

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I, Mary Louise Harlow, petitioner in the above cause for the adoption of Philip Gordon Harlow, adult, do hereby certify I do not have any next-of-kin, and that I am the last living member of my family.

IN testimony whereof I have hereunto set my hand and seal this 28th day of January, 1944.

Mary Louise Harlow

SUBSCRIBED and sworn to before me, a Notary Public, this 28th day of January, 1944.

(NOTARIAL SEAL)

Lina Johnson

Notary Public.

Filed Jany. 26" 1944.

In the Matter of the Adoption of Philip Gordon Harlow, adult.

No. 8594 Equity
In the Circuit Court for
Anne Arundel County

DECREE OF ADOPTION Jany. 29" 1944

This matter having been submitted to the Court upon petition, affidavit and consent of adoption, and the proceedings having been fully considered by the Court:

It is thereupon this 29th day of January, 1944, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that Philip Gordon Harlow, also known as William P. Bullis, be, and he is hereby declared to be the legally adopted son of Mary Louise Harlow and he is hereby further authorized to use legally the name of Philip Gordon Harlow.

James Clark

Associate Judge.

Filed Jany. 29" 1944.

In the Matter of the Petition of Randolph Taylor and Juanita Taylor, his wife, for the adoption of Anna Matilda Fields, infant

No. 8597 Equity
In the Circuit Court for
Anne Arundel County

PETITION FOR ADOPTION, etc.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of RANDOLPH TAYLOR and JUANITA TAYLOR, his wife, respectfully represents unto Your Honors:

FIRST: That they are residents of the City of Annapolis and State of Maryland, where your petitioner, RANDOLPH TAYLOR, is employed at the United States Naval Academy as a building attendant, earning approximately $18.00 weekly, whereas your petitioner, JUANITA TAYLOR, is engaged as a part-time domestic, earning $8.00 weekly.

SECOND: That they were married on the 19th day of September, 1942, at Annapolis, Maryland, where they have lived together as husband and wife ever since.

THIRD: That your petitioners have one child born unto them as a result of their said marriage, namely, LAURETTA S. TAYLOR, age ten months; and that in addition thereto, your petitioner, RANDOLPH TAYLOR, is the father of ANNA MATILDA FIELDS, who was born unto EVELYN VIRGINIA FIELDS out of wedlock on October 22, 1938, at Baltimore, Maryland. That the said EVELYN VIRGINIA FIELDS died in confinement; and ever since her said death, your petitioner,

RANDOLPH TAYLOR, has had the custody and care of the said ANNA MATILDA FIELDS, who is now five years of age.

FOURTH: That shortly after her birth, said infant was placed in the home of ANNIE WRIGHT, the mother of the said EVELYN VIRGINIA FIELDS, where she has resided ever since, although your petitioner, RANDOLPH TAYLOR, has assumed the entire cost of her support and maintenance.

FIFTH: That your petitioners have become very much attached to said infant child; and they desire to bring her into their home, where she may enjoy the companionship of another child and have the loving care and supervision of parents. They desire and are anxious and willing to adopt her as their own so as to confer upon her all rights vouchsafed under the law in such cases and to educate and train her in a manner conducive to her best interests.

SIXTH: That your petitioners have received the consent of the maternal grandmother of said child to this adoption, as is evidenced by her written assent attached hereto.

SEVENTH: Your petitioners further pray this Honorable Court that the name of ANNA MATILDA FIELDS be changed to that of ROSLYN DIANA TAYLOR.

TO THE END, THEREFORE:

(1) THAT this Honorable Court may pass a decree declaring the said ANNA MATILDA FIELDS, infant, to be the adopted child and daughter of your petitioners, RANDOLPH TAYLOR and JUANITA TAYLOR.

(2) THAT the name of ANNA MATILDA FIELDS be changed to ROSLYN DIANA TAYLOR.

(3) THAT your petitioners may have such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS to take such action and pass such order as may effectuate the wish and intention of your petitioners and promote the best interest and welfare of the said minor.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
Solicitor for Petitioners

Raldolph Taylor
Juanita Taylor
Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 5th day of February, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared RANDOLPH TAYLOR and JUANITA TAYLOR, his wife, the within-named petitioners, and made oath in due form of law that the matters and facts alleged by them are true to the best of their knowledge and belief.

(NOTARIAL SEAL)

Grace E. Roth
Notary Public

In the Matter of the Petition of Randolph Taylor and Juanita Taylor, his wife, for the Adoption of Anna Matilda Fields, infant

No. 8597 Equity
In the Circuit Court for
Anne Arundel County

I, ANNIE WRIGHT, maternal grandmother of ANNA MATILDA FIELDS, who has been in my charge ever since birth, do hereby assent to the application of RANDOLPH TAYLOR and JUANITA TAYLOR, his wife, to have the said ANNA MATILDA FIELDS declared the adopted child of the said RANDOLPH TAYLOR and JUANITA TAYLOR, his wife, and to have her name changed to ROSLYN DIANA TAYLOR.

Annie Wright

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 5th day of February, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ANNIE WRIGHT 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 grandchild by RANDOLPH TAYLOR and JUANITA TAYLOR, his wife, and to the change of her name to that of ROSLYN DIANA TAYLOR.

AS WITNESS my hand and Notarial seal.

(NOTARIAL SEAL)

Grace E. Roth

Notary Public

Annapolis, Md., Feb. 4" 1944

I HEREBY CERTIFY that I have known RANDOLPH TAYLOR and JUANITA TAYLOR, his wife, for approximately 14 years and that I know them to be honest, sober, industrious and reliable. I believe them to be proper persons to have the care and custody of the infant/~~named~~ child herein; and I believe they will make kind, devoted and loving parents.

Rev. S. Walton Hardesty

Filed Feby. 7th., 1944.

DECREE Feb. 7" 1944

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, ANNA MATILDA FIELDS, will be served by the passage of the following order.

IT IS THEREUPON, this 7th day of February, 1944, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the infant, ANNA MATILDA FIELDS, mentioned in these proceedings be and she is hereby decreed to be the legally adopted child of RANDOLPH TAYLOR and JUANITA TAYLOR, his wife, with all the rights vouchsafed under the laws of the State of Maryland.

AND it is further adjudged, ordered and decreed that the name of the said infant, ANNA MATILDA FIELDS, be and it is hereby changed from ANNA MATILDA FIELDS to ROSLYN DIANA TAYLOR.

IT is further ordered that the said petitioners shall pay the costs of these proceedings, to be taxed by the Clerk.

Ridgely P. Melvin, C.J.

Filed Feby. 7" 1944.

JOHN LEO DORAN	:	No. 8579 Equity
VS.	:	In the Circuit Court
Eleanor H. Doran and Eleanor Mae Porter,	:	for
Infant, and James E. Porter		Anne Arundel County

PETITION AND ORDER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Leo Doran, by Matthew S. Evans, his solicitor, respectfully represents:

1. That your Petitioner is a Chief Machinist's Mate in the United States Navy Reserve and is now on active duty in the Southwest Pacific, that he is a resident of Anne Arundel County and his family now reside at his home in Epping Forest, Annapolis, Maryland.

2. That your Petitioner married defendant, Eleanor H. Doran in Annapolis, Maryland on November 27, 1941.

3. That the defendant, Eleanor Mae Porter is the infant child of defendants, Eleanor H. Doran and James E. Porter, that said Eleanor Mae Porter is nine (9) years of age and was born in Annapolis, Maryland, on February 24, 1934.

4. That the Defendant, Eleanor H. Doran, was granted a divorce a vinculo matrimonii from the Defendant James E. Porter by the Circuit Court of Prince George County (Equity #10458) on May 1, 1938, that the said Eleanor H. Doran was awarded full custody of said Eleanor Mae Porter.

5. That the Defendants, Eleanor H. Doran and James E. Porter have been separated since 1937; that said James E. Porter has not supported the said Eleanor Mae Porter since prior to this date, and has not seen her or made any effort to do so since the granting of the divorce on May 1, 1938.

6. That the defendant, James E. Porter, is now married and living at 1409 Richmond Avenue, Portsmouth, Virginia, that said James E. Porter has one child by his second wife.

7. That your Petitioner and his said wife, Defendant, Eleanor H. Doran have no other children; that since the time of his marriage as aforesaid, your Petitioner has always regarded the said infant as his own daughter, and that he has supervised the welfare and activities of the said infant defendant since November 27, 1941.

8. That your Petitioner desires to adopt said infant defendant in accordance with the provisions of Sections 74, et seq., of Article 16 of the Annotated Code of Maryland (1939 Edition), and to change the name of said infant defendant to Eleanor Mae Doran; that your Petitioner avers and verily believes that the best interest and welfare of said infant defendant will be thereby promoted; and that said infant defendant is not of sufficient intelligence and capacity to give an understanding assent.

WHEREFORE, MAY IT PLEASE THIS HONORABLE COURT:

1. To order notice to be given to said Defendant, James E. Porter, by a registered letter enclosing copy of this petition to his home at 1409 Richmond Avenue, Portsmouth, Virginia.

2. To pass a decree declaring the said Eleanor Mae Porter to be the adopted child of your Petitioner, and changing the name of Eleanor Mae Porter to Eleanor Mae Doran.

3. To grant such other and further relief as may be requisite.

AND, as in duty bound, etc.

Matthew S. Evans
Solicitor for Petitioner

John Leo Doran
Petitioner

_____ _____ SS:

I HEREBY CERTIFY that on this 16th day of November 1943, before me, the subscriber, an Officer of the United States Navy, having notarial powers conferred by the Act of Congress of April 25, 1935 (49 Stat. 161), this day personally appeared at the place above named, JOHN LEO DORAN, who declared that he knew the contents of the aforegoing instrument and acknowledged the same to be his act.

AS WITNESS my hand and seal.

B. Evans, Lieutenant Commander,
U. S. Naval Reserve, Eleventh
U. S. Naval Construction Battalion
1715 W. Fifth Ave., Gary, Ind.

_____
having Notarial Powers conferred by Act of Congress of the United States of April 25, 1935 (49 stat. 161).

ORDER

Upon the aforegoing Petition and Affidavit, it is this 3rd day of December, 1943, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the Clerk be and he is hereby directed to give notice to the Defendant, James E. Porter, by sending a copy of the aforegoing Petition and this order by Registered Mail, return receipt requested, to said Defendant, at #1409 Richmond Avenue, Portsmouth, Virginia, and

It is further ORDERED that the said Defendant, James E. Porter, appear in person or by solicitor in this Court on or before the 20 day of December 194_, to show cause why a decree should not be granted as prayed in the aforegoing Petition.

Ridgely P. Melvin
Chief Judge

Filed Dec. 3" 1943

No. 8579 Equity
Doran Vs. Doran et al
Filed Dec. 11" 1943

John H. Hopkins, 3rd., Clerk
Anne Arundel County Circuit Court.
Annapolis, Md.

REGISTERED
No. 5378

Return receipt requested
(Registered - Return Receipt Requested)

1409 Richmond Ave
Portsmouth, Va.
Dec. 8, 1943

To whom it may concern:

In the case of the petition of John Leo Doran for adoption of Eleanor Mae Porter (Equity - #8579) this party interposes no objection to said adoption. I can show no cause as to why such a decree should not be granted, therefore my appearance in the Circuit Court for Anne Arundel County should be unnecessary.

James E. Porter

Two Return Receipts

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card. 1. J. E. Porter (Signature or name of addressee)
2. Mrs. J. L. Blankenski (Signature of addressee's agent-Agent should enter addressee's name on line ONE above) (No. 7082)
Date of delivery 12/8/43 No. 8579 Equity Filed Dec. 10th., 1943.

SUMMONS

Maryland, Sct.

THE STATE OF MARYLAND

To Eleanor H. Doran 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 December next, to answer the complaint of John Leo Doran, against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable RIDGELY P. MELVIN, Chief Judge of the said Court, the 1st., day of November 1943.

ISSUED 3rd., day of December 1943.

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

TAKE NOTICE:--That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday, the 6th, day of Dec. 1943.

(M. S. Evans) Returnable 1st Monday Dec. 1943.
Sol.

Summoned by leaving copy and copy of Bill_Complaint with defendant

12/4/43 Joseph H. Griscom Sr.
Sheriff

John Leo Doran
vs
Eleanor H. Doran and Eleanor Mae Porter,
Infant and James E. Porter

No. 8579 Equity
In the Circuit Court for
Anne Arundel County

PETITION AND ORDER

TO THE HONORABLES THE JUDGES OF SAID COURT:

The Petition of John Leo Doran, by Matthew S. Evans, his solicitor, respectfully represents:

1. That Eleanor Mae Doran, the infant Defendant in this case, has been duly summoned.

2. That said infant Defendant has no legal guardian.

Wherefore, your Petitioner prays this Honorable Court to appoint a Guardian ad Litem to appear and answer for said infant Defendant, and suggests that Helen E. Tyler, who has no interest whatsoever in this suit, be appointed Guardian ad Litem.

AND, as in duty bound, etc.

Matthew S. Evans
Solicitor for Petitioner

Filed Dec. 13" 1943.

ORDER OF COURT

Upon the aforegoing Petition it is this 17th day of December, 1943, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Helen E. Tyler be and she is hereby appointed Guardian ad Litem for the infant Defendant named in the aforegoing Petition, and she is hereby directed to appear and file in her behalf.

Ridgely P. Melvin, Judge.

Filed Dec. 17" 1943.

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Eleanor H. Doran to the Petition of John Leo Doran against her and Eleanor Mae Porter, infant, in this Court exhibited.

This Defendant admits the matters and facts set forth in said Petition and consents to the passage of such decree as may be right and proper in the premises.

AND, as in duty bound, etc.

Eleanor H. Doran

Filed Dec. 21" 1943.

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Eleanor Mae Porter, the infant Defendant, named in the Petition in this Court against her exhibited, by Helen E. Tyler, her duly appointed Guardian ad Litem, respectfully represents unto your Honors:

That this Defendant, being an infant under the age of Twenty-one years, can neither admit nor deny the allegations set forth in said Petition and therefore submits her rights to the protection of this Honorable Court.

Further answering said Petition, said Helen E. Tyler, Guardian ad Litem, says that said infant Defendant is not of sufficient intelligence and capacity to give an understanding assent to the prayer of the Petition of the said John Lee Doran.

AND, as in duty bound, etc.

Helen E. Tyler

Guardian ad Litem

Filed Dec. 21" 1943.

DECREE Dec 23, 1943

Upon consideration of the aforegoing Petition, Affidavits and Answers of the Defendants, and the Court being satisfied that the best interests and welfare of the minor child named in these proceedings will be promoted by a Decree of Adoption, as prayed for in said Petition;

It is thereupon, this 23rd day of Dec. 1943, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED ORDERED and DECREED that Eleanor Mae Porter, the minor child named in these proceedings, be and she is hereby declared to be the adopted child of John Lee Doran, and further, that the name of said minor child be and it is hereby changed to Eleanor Mae Doran.

It is further ORDERED that this decree shall in no way affect the relationship of parent and child between the Defendant Eleanor H. Doran and the infant defendant, Eleanor Mae Porter.

Ridgely P. Melvin Chief Judge

Filed Dec. 23" 1943.

EX PARTE : No. 8578 Equity

In the Matter of the Adoption of : In the Circuit Court for

GLORIA JEAN GUGLIUZZO, AN INFANT : Anne Arundel County

PETITION, CONSENT AND DECREE OF COURT THEREON FOR ADOPTION OF INFANT AND CHANGE OF NAME Decree Nov. 30, 1943

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Jess C. Webb and Ethel L. Webb, respectfully shows:

1. That your petitioners are husband and wife; that both of them are residents of Anne Arundel County in the State of Maryland; and that one of your petitioners, Jess C. Webb, is employed as a welding leader at the Bethlehem-Fairfield Shipyard at Baltimore, Maryland.

2. That Gloria Jean Gugliuzzo, the infant mentioned in these proceedings, is now less than one year of age, having been born on the 7th day of June, 1943; that her natural parents are Russell J. Gugliuzzo and Eda O. Gugliuzzo, his wife, who are residents of Baltimore, Maryland.

3. That the aforesaid parents of the said infant have three other children and the mother is in poor health; that on August 22nd, 1943 when the said infant was ten weeks old, she was entrusted to your petitioners who took the infant into their home and thereafter cared for and maintained her the same as if she were their own child; that a strong bond of love and affection has grown between your petitioners and the said infant, and that your petitioners desire to adopt the said infant.

4. That your petitioners have no children of their own and are financially able to care for, maintain and support the said infant, and that the conditions of their home life are such as to insure the future happiness and moral well-being of the said infant.

5. That the said natural parents of the said infant have consented to the adoption of the infant by your petitioners, as is evidenced by their written consent hereunto attached.

6. That your petitioners desire to have the name of the said infant changed from Gloria Jean Gugliuzzo to Gloria Jean Webb; and that it will be to the advantage and for the best interests of the said infant to have her name so changed.

7. That in the opinion of your petitioners the best interests and welfare of the said infant will be promoted by the passage of the decree herein prayed, and that the said infant is not, because of its tender age, of sufficient intelligence and capacity to give an understanding assent to the adoption.

WHEREFORE your petitioners pray the passage of an order declaring the said infant to be the adopted child of your petitioners and changing the name of the said infant from Gloria Jean Gugliuzzo to Gloria Jean Webb.

AND AS IN DUTY BOUND, ETC.

Martin W. Seabolt
Solicitor for Petitioners

Jess C. Webb
Ethel L. Webb
Petitioners

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 27th day of November, 1943, before me, the subscriber, a notary public of the State of Maryland in and for the City of Baltimore, personally appeared JESS C. WEBB and ETHEL L. WEBB, 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, in-

formation and belief.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Martin W. Seabolt

Notary Public.

CONSENT

We, Russell J. Gugliuzzo and Eva O. Gugliuzzo, his wife, parents of Gloria Jean Gugliuzzo, the infant mentioned in these proceedings, do hereby certify that in our opinion the best interests and welfare of our said infant child will be promoted by her adoption by Jess C. Webb and Ethel L. Webb, his wife, and the change of her name to Gloria Jean Webb; and we do hereby consent to the passage of the decree prayed in these proceedings.

Russell J. Gugliuzzo

Eda O. Gugliuzzo

Filed Nov. 29" 1943

DECREE

Upon consideration of the aforegoing petition, affidavit, and consent, it is thereupon this 30th day of November, 1943, by the Circuit Court for Anne Arundel County ADJUDGED, ORDERED and DECREED that Gloria Jean Gugliuzzo, an infant, be and she is hereby declared to be the legally adopted child of Jess C. Webb and Ethel L. Webb, his wife, as prayed in the said petition, and that the name of the said infant be and the same is hereby changed from Gloria Jean Gugliuzzo to Gloria Jean Webb, and that the said petitioners pay the cost of these proceedings.

Ridgely P. Melvin Judge

Filed Nov. 29th. 1943.

In the Matter of the	:	No. 8577 Equity
Adoption of Margaretta	:	In the Circuit Court for
Rodaheaver, an Infant	:	Anne Arundel County

PETITION OF WOODROW BALLARD AND DOROTHY BALLARD, HIS WIFE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Woodrow Ballard and Dorothy Ballard, his wife, by Nicholas G. Penniman, III and John S. Strahorn, their solicitors, respectfully represents:

1. That your Petitioners, husband and wife, were married on the 19th day of December, 1942, and are residents of Anne Arundel County, Maryland. That your Petitioner, Woodrow Ballard, is gainfully employed Bethlehem-Fairfield Ship Yard, Inc., and your Petitioner, Dorothy Ballard, is a housewife in their home at Brooklyn, Maryland.

2. That the said infant, Margaretta Rodaheaver, was born out of wedlock to your Petitioner, Dorothy Ballard, on the 23rd day of May, 1937, prior to her marriage to the said Woodrow Ballard.

3. That your Petitioner, Woodrow Ballard, is not the father of said infant but is desirous of adopting said child so that she will become the daughter of himself and wife in the same manner as if born to them in wedlock; that the said infant child has been living with them in a home provided by him ever since his said marriage, all three of them being residents of Anne Arundel County.

4. That your Petitioners desire, jointly, to adopt as their child the said infant, Margaretta Rodaheaver, in accordance with the provisions of the Code of Public General Laws of the State of Maryland (1939), Art. 16, Secs. 78-84; and therefore respectfully allege and show that they maintain a modern and comfortable home at their residence aforeshown, and that they are fully capable and amply able and willing to provide for the proper care, maintenance, education and rearing of the said infant child.

5. 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 part hereof, the written statement of Carmel Longo and Dorothy Longo, his wife, in support of this petition, showing that your Petitioners are fit persons to become the adopting parents of the said infant, Margaretta Rodaheaver, which is marked "Petitioners' Exhibit A".

Your Petitioners therefore respectfully pray:

(a) That a decree may be passed herein by this Honorable Court declaring the said infant, Margaretta Rodaheaver, to be the adopted child and daughter of your Petitioners, Woodrow Ballard and Dorothy Ballard, his wife, in accordance with the laws of the State of Maryland, and that the name of the said infant child, Margaretta Rodaheaver, be changed to that of your Petitioners and that she be thereafter known as Margaretta Ballard in the place and stead of Margaretta Rodaheaver.

(b) That your Petitioners may have such other and further relief in the premises as their cause and equity may require.

Nicholas G. Penniman, III — Woodrow Ballard

Jno S. Strahorn — Dorothy Ballard

Solicitors for Petitioners

STATE OF MARYLAND: CITY OF BALTIMORE: SS:

I HEREBY CERTIFY that on this 19th day of November, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared the above named Woodrow Ballard and Dorothy Ballard, his wife, who, in my presence, signed their names to said Petition, and made oath in due form of law that the matters and facts set out and alleged in their said Petition are true as therein stated, to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

M. Isabelle Lefferts

Notary Public

TO WHOM IT MAY CONCERN:

We, the undersigned, CARMEL LONGO and DOROTHY LONGO, his wife, of Baltimore City, State of Maryland, do hereby certify,

That we have personally known for upwards of three years, Woodrow Ballard and Dorothy Ballard, his wife, and that they maintain a comfortable home at Brooklyn, Anne Arundel County, Maryland, and are possessed of ample means for maintaining the same; that they are of good character and excellent reputation, and that the said Woodrow Ballard is gainfully employed.

That their home is well-known to us and that any child would be fortunate to become a

member of their household.

Carmel Longe

Dorothy Longe

SUBSCRIBED AND SWORN, to before me, this 19th day of November, in the year 1943.

(Notarial SEAL) M. Isabelle Lefferts

My Commission expires May 7, 1945. Notary Public

Filed Nov. 26" 1943.

DECREE OF ADOPTION Nov. 30, 1943.

In the Matter of the Adoption of Margaretta Rodaheaver, an Infant — No. 8577 Equity In the Circuit Court for Anne Arundel County.

Woodrow Ballard and Dorothy Ballard his wife, of Anne Arundel County, State of Maryland having filed their petition in this Court, praying that a decree be passed herein, declaring Margaretta Rodaheaver, infant, to be their adopted daughter, in accordance with the provisions of the laws of the State of Maryland, and it appearing to the Court that the best interests and welfare of the said Margaretta Rodaheaver, infant, will be promoted by such adoption:

IT IS THEREUPON, this 30th day of November, 1943, by the Circuit Court for Anne Arundel County, IN EQUITY, and by the authority thereof, ADJUDGED, ORDERED and DECREED, that Margaretta Rodaheaver be, and she is hereby, declared to be the adopted child of Woodrow Ballard and Dorothy Ballard, his wife; and it is further ORDERED, by the authority aforesaid, that the name of the said Margaretta Rodaheaver be changed to Margaretta Ballard in the place and stead of Margaretta Rodaheaver, and it is further ORDERED that the petitioners pay the costs of these proceedings.

Ridgely P. Melvin

Chief Judge.

Filed Nov. 30" 1943.

EX PARTE IN THE MATTER OF DEMETRIOS ASLANOGLOU ELSIE REY ASLANOGLOU, his wife, ELSIE ELIZABETH ASLANOGLOU an infant by DEMETRIOS ASLANOGLOU her father and next friend : No. 8576 Equity In the Circuit Court for Anne Arundel County

PETITION, AFFIDAVIT, ORDER OF COURT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Demetrios Aslanoglou, Elsie Rey Aslanoglou, his wife, and Elsie Elizabeth Aslanoglou, an infant by her father and next friend, Demetrios Aslanoglou, respectfully represents:

First: That they reside in Anne Arundel County at the Town of Elvaton, their Post Office being Millersville; that Demetrios Aslanoglou and Elsie Rey Aslanoglou, his wife, are more than twenty-one years of age, and the child Elsie Elizabeth Aslanoglou was twelve years of age on November

12, 1943.

SECOND: That the said petitioners desire that their family name Aslanoglou shall be changed to ASLAN, for the reason that the family name they desire to have is more euphonious, shorter, more convenient to use, and easier for the public generally to understand and spell than the name, which they now bear.

WHEREFORE, your petitioners respectfully pray that their family name may be changed to ASLAN, and that their full names may be respectively henceforth JAMES ASLAN, ELSIE REY ASLAN, and ELSIE ELIZABETH ASLAN.

AND as in duty bound, etc.

William F. Laukaitis — Demetrios Aslanoglou

John R. M. Staum — Petitioner

Solicitors for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I hereby certify that on this 12th day of November, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared DEMETRIOS ASLANOGLOU, one of the petitioners aforesaid, and in behalf of himself, and in behalf of the other petitioners made oath in due form of law that the matters and things set out in the aforegoing petition are true to the best of his knowledge, information, and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) — Ruth Blair

Demetrios Aslanoglou — Notary Public

Filed Nov. 24" 1943.

DECREE.

Upon consideration of the petition of Demetrios Aslanoglou, Elsie Rey Aslanoglou, his wife, Elsie Elizabeth Aslanoglou, an infant by Demetrios Aslanoglou, her father and next friend, for a change of names, and affidavit thereto, and no cause to the contrary having been shown:

IT IS THEREFORE, this 30th day of November, 1943, by the Circuit Court of Anne Arundel County, and by the authority of this Court, ADJUDGED, ORDERED, and DECREED that the names of Demetrios Aslanoglou, Elsie Rey Aslanoglou, his wife, Elsie Elizabeth Aslanoglou, an infant by Demetrios Aslanoglou, her father and next friend, of Elvaton, Anne Arundel County, State of Maryland, be and the same are hereby changed from Demetrios Aslanoglou, Elsie Rey Aslanoglou and Elsie Elizabeth Aslanoglou, /an infant, to that of ASLAN; and that their full names henceforth may be respectively JAMES ASLAN, ELSIE REY ASLAN, and ELSIE ELIZABETH ASLAN, as is prayed in said petition; and that the petitioners pay the costs of these proceedings, to be taxed by the clerk.

Ridgely P. Melvin C.J.

Filed Nov. 30" 1943

EX PARTE : No. 8575 Equity

In the Matter of the Trust Estate Created : In the Circuit Court for

by the Will of John H. Geis, Deceased. : Anne Arundel County

PETITION & ORDER Nov. 24, 1943

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of John Hammond Geis, Herman Stoll and Gwynn Crowther respectfully shows unto your Honor:

1. That John H. Geis departed this life on the 3rd day of February, 1930, leaving a last will and testament which was duly admitted to probate by the Orphans' Court of Anne Arundel County on the 11th day of February, 1930 (see Wills Docket Liber O.B.D. No. 4, folio 492), a certified copy of said will being filed herewith and marked "EXHIBIT A" and prayed to be taken as a part hereof.

2. That by the terms of said will the residuary estate of the testator was devised and bequeathed unto your petitioners in trust and confidence for the uses and purposes set forth in said will.

3. That your petitioner, Gwynn Crowther, desires to resign as one of the trustees of said estate and to be released and discharged from the further execution of the said trust, and your petitioners, John Hammond Geis and Herman Stoll, have consented thereto and have further consented to continue to act as co-trustees for the administration of the said trust estate in accordance with the terms and conditions contained in said will.

4. That Charles Geis and Henry A. Glantz, two of the beneficiaries of the said trust, have heretofore departed this life, and all of the surviving beneficiaries of the said trust have, by the execution of their assent which is appended hereto as a part hereof, expressed their approval of the retirement, release and discharged of the said Gwynn Crowther as one of the co-trustees of the said trust and the continuance of John Hammond Geis and Herman Stoll as the sole co-trustees thereof.

WHEREFORE your petitioners pray the passage of an Order by this Honorable Court assuming jurisdiction of the trust estate created by the last will and testament of John H. Geis, deceased, for the sole purpose of releasing and discharging Gwynn Crowther from the further execution of the said trust and of appointing John Hammond Geis and Herman Stoll as co-trustees to serve in the place and stead of John Hammond Geis, Herman Stoll and Gwynn Crowther, the trustees named in said will.

AND as in duty bound, etc.

John Hammond Geis

Herman Stoll

Gwynn Crowther

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY That on this 19th day of November, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared John Hammond Geis, Herman Stoll and Gwynn Crowther, the petitioners herein, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true as therein stated to the best of their knowledge, information and belief.

As witness my hand and notarial seal.

(NOTARIAL SEAL)

Grace E. Gathwright

Notary Public

John Hammond Geis and Herman Stoll hereby express their approval of the prayer of the within petition and their willingness to accept as co-trustees the trust created by the will of John H. Geis, late of Anne Arundel County, deceased, and to release and discharge Gwynn Crowther aforesaid from the further execution of said trust.

John Hammond Geis

Herman Stoll

The undersigned surviving beneficiaries of the trust created by the last will and testament of John H. Geis, late of Anne Arundel County, Maryland, deceased, do hereby assent to the prayer of the within petition and the passage of an Order appointing John Hammond Geis and Herman Stoll as co-trustees for the execution of the trust set forth in said will, and releasing and discharging Gwynn Crowther from the further execution of said trust.

Margaret K. Glantz, widow

Edna Mary Glantz

Harry Geis

John Hammond Geis

Robert Lee Geis

Margaret K. Geis

EX PARTE In the Matter of the trust estate created by the will of John H. Geis, Deceased.

No. 8575 Equity

In the Circuit Court for

Anne Arundel County

ORDER OF COURT.

Upon the foregoing petition, affidavit and assents, it is this 24th day of November, 1943, by the Circuit Court of Anne Arundel County, ordered, adjudged and decreed:

(1) That this Court hereby assumes jurisdiction of the trust created by the last will and testament of John H. Geis, late of Anne Arundel County, deceased, for the sole purpose of acting upon the resignation of Gwynn Crowther as one of the trustees of said estate.

(2) That Gwynn Crowther is hereby released and discharged from the further execution of the trust created by the last will and testament of said John H. Geis and John Hammond Geis and Herman Stoll, and the survivor of them, are hereby appointed co-trustees of the said trust, and they, and the survivor of them, shall perform and carry out the said trust created in said last will and testament of John H. Geis, deceased, with all the powers and subject to all of the duties in said will set forth, but the said trust shall not be administered under the jurisdiction of this Court unless and until a further petition and order be filed so directing.

Ridgely P. Melvin Judge

Filed Nov. 24" 1943.

LAST WILL AND TESTAMENT OF JOHN H. GEIS

Administration Docket OBD No. 2 Folio 269

Recorder in Liber OBD No. 4 Folio 492

No. 8575 Equity

In the Circuit Court for

Anne Arundel County.

EXHIBIT A.

I, John H. Geis, of Anne Arundel County, State of Maryland, do make the following as and for my last will and testament.

After the payment of all my just debts, I give, devise and bequeath my estate as follows:

First: I give to my three children, John Hammond Geis, Robert Lee Geis and Margaret K.

Geis, all my furniture, books, jewelry, silverware and personal effects generally, to be divided among them as they may decide.

Second: All the rest and residue of my estate of whatsoever kind and wheresoever situate, I give, devise and bequeath unto John Hammond Geis, Herman Stoll and Gwynn Crowther in special trust and confidence however, to manage the same, to collect the rents, dividends and income arising therefrom and after the payment of all necessary charges and expenses, to pay the net income thereof in quarterly installments as follows:

a. To my sister, Margaret K. Glantz and Henry A. Glantz, her husband, the sum of Five Hundred Dollars ($500.00) per year, for and during their joint lives and the life of the survivor.

b. To my niece, Edna Mary Glantz, the sum of Five Hundred Dollars ($500.00) per year, for her life.

c. To my brother, Harry Geis, the sum of Five Hundred Dollars ($500.00) per year for his life.

c. To my brother, Charles Geis, the sum of Five Hundred Dollars ($500.00) per year, for his life.

e. All the balance of said income shall be held by my said Trustees for the benefit of each of my three children, John Hammond Geis, Robert Lee Geis and Margaret K. Geis, and either paid to them or held for their benefit, as in the judgment of said Trustees may be for the best interests of said estate and of said children, provided that each of my said children shall be entitled to receive from their share of said income not less than Two Thousand Dollars ($2000.00) per year during the continuance of the trust hereby created.

Third: As a majority stockholder of John H. Geis & Company, Incorporated, I have from time to time endorsed the paper of said corporation, being now endorser on some of its notes which are maturing from time to time, and it is my desire that my holdings in said corporation be held intact by said Trustees and that they continue to lend such aid to said corporation by endorsing its obligations, as Trustees of my estate, so long as in their judgment it would be for the best interests of said estate and of said corporation so to do. I do therefore especially authorize and empower my said Trustees, and their successors in the trust, to endorse such commercial paper of John H. Geis & Company, Incorporated, and to pledge the assets of the trust estate from time to time for such purpose as in their judgment may be advisable; and in the exercise of such power by said Trustees, I do hereby expressly relieve and absolve them from all personal liability for such endorsements and pledges so made by them.

I do further empower my said Trustees, and their successors in the trust, to make such investments as to them may seem advisable and proper, to sell, lease, exchange, mortgage and otherwise deal with the trust funds as they may deem best, to join in any mergers, consolidations, dissolutions or reorganizations affecting any securities belonging to said trust without application to or approval of any Court and to grant, convey, mortgage and assign such securities and real estate to the purchasers, mortgagees or assignees thereof without the necessity of such parties so dealing with the said Trustees being required to look to the application of the purchase money.

Fourth: I do further direct that the trust estate hereby created shall continue for twenty years from and after the date of my death, and at the expiration of said period, said

trust shall thereupon terminate and the securities comprising said fund shall be divided by my said Trustees into three equal parts and distributed to my three children, their heirs and assigns. Provided however that should any of the life annuitants hereinbefore mentioned be living at that time, my said Trustees shall continue to hold in trust such sum or sums as may be sufficient to produce the annuities to which such annuitants are entitled during their respective lives, and at the death of such annuitant or annuitants the funds so held by said Trustees shall be distributed equally to my three children, their heirs and assigns.

Fifth: I do hereby constitute and appoint John Hammond Geis, Herman Stoll and Gwynn Crowther, to be the Executors of this my last will and testament, hereby revoking all other wills and codicils by me heretofore made, with full power in them to do all acts and things necessary in their judgment for the proper settlement of my estate and especially with full power in said Executors to endorse any commercial paper of John H. Geis & Company, Incorporated, on which I may be endorser at the time of my death and to endorse any renewals thereof as may be necessary during the settlement by them of my said estate, hereby relieving said Executors from all personal liability for such endorsements.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this 26th day of May, 1928.

Jno. H. Geis (SEAL)

Signed, Sealed, Published and Declared by the abovenamed Testator, John H. Geis, as and for his last will and testament, in our presence, who at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

(signed) Thos. Burling Hull
Margaret K. Geis
J. Hammond Geis

The names written in on the first and third pages were written there when will was signed, and the words "without bond" were crossed out at time of signing the will.

Thos. Burling Hull
Margaret K. Geis
J. Hammond Geis

ANNE ARUNDEL COUNTY, Ss:

On the 10th day of February, 1930 came J. Hammond Geis and made Oath in due form of law, that he does not know of any Will or Codicil of John H. Geis late of said County, deceased, other than the above instrument of writing, and that he found the same in Testator's bureau
Will has been read to all heirs
Testator departed this life on the 3rd day of February, 1930.
Sworn to before the subscriber

Test: Oden B. Duckett
Register of Wills for Anne Arundel County.

ANNE ARUNDEL COUNTY, Ss:

On the 10th day of February, 1930 came Thos Burling Hull - Margaret K. Geis and J. Hammond Geis the subscribing witnesses to the aforegoing last Will and Testament of John H. Geis late of said County, deceased, and made oath in due form of law, that they did see the Testator sign and seal this Will; that they heard him publish, pronounce and declare the same to be his

last Will and Testament, that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they subscribed their names as witnesses to this Will in his presence, at his request and in the presence of each other.

Sworn to before the subscriber

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 John H. Geis, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 11th day of February, 1930, that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil of the said John H. Geis , deceased.

Judges) Maynard Carr, C.J.
) Owain E. Owens, A.J.
) William B. Elliott, A.J.

STATE OF MARYLAND Anne Arundel County

I, R. Glenn Prout, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of John H. Geis late of said County deceased taken from Wills Liber OBD 4 folio 492
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 16th day of September 1942 in the year of our Lord, nineteen hundred and 1942

(COURT SEAL) R. Glenn Prout
Register of Wills for Anne Arundel County.

Filed Nov.24" 1943.

In the Matter of the Petition	:	No. 8574 Equity
of	:	In the Circuit Court for
James Joseph Beranek	:	Anne Arundel County

CHANGE OF NAME

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Petition of JAMES JOSEPH BERANEK respectfully represents:

1. That he was born December 2, 1901 in Baltimore, Maryland, and has resided in Eastport, Maryland, since 1924. He has served continuously in the U. S. Navy since February 26, 1924.

2. That when an infant his mother was divorced from his father, James Joseph Vlach, and married a Charles Beranek, with whom your Petitioner resided since he was six years old, and by whose surname he was known in the vicinity in which he lived.

3. That he enlisted in the U. S. Navy as JAMES JOSEPH BERANEK, but was married on August 25, 1928 under his true name of VLACH, as shown by the records of the Bureau of Vital

Statistics of Maryland.

4. On account of family allowances, etc., in the U. S. Navy, it becomes necessary that his name both in civil life and in the records of the U. S. Navy agree.

Your Petitioner, therefore, prays that his name may be changed to JAMES JOSEPH VLACH.

AND AS IN DUTY BOUND,

Roscoe C. Rowe,

Solicitor for Petitioner.

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY that on this 18th day of November, 1943, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared the above named JAMES JOSEPH BERANEK and made oath in due form of law that the matters and facts in the aforegoing petition are true to the best of his knowledge and belief.

(NOTARIAL SEAL)

Mary L. DiMaggio

Notary Public.

ORDER

Upon consideration of the aforegoing Petition and Affidavit, it is this 22nd day of November, 1943, by the Circuit Court of Anne Arundel County adjudged, ordered and decreed, that the name of JAMES JOSEPH BERANEK, U. S. Navy, now residing in Eastport, Maryland, be, and is hereby changed from, JAMES JOSEPH BERANEK to JAMES JOSEPH VLACH, as is prayed in said Petition, and that the said Petitioner pay the costs of these proceedings, to be taxed by the Clerk.

James Clark A.J.

Filed Nov. 22nd 1943.

In the Matter of the Adoption	:	No. 8572 Equity
and Change of Name of Charles	:	In the Circuit Court for
Culberson, an infant	:	Anne Arundel County

Petition for adoption and change of name together with two exhibits and consent of Home and order of Court thereon

To the Honorable, the Judge of said Court:

The petition of Cora M. Staton respectfully shows:

1. That your Petitioner is a citizen of the United States having been raised in the Village of Eastport where she now resides at No. 820 Chester Avenue in the home which belongs to her, said home is improved by oil heat, has running water both hot and cold and a bath.

2. That your Petitioner is a woman of good moral habits who works at the United States Experiment Station and earns the sum of $41.60 per week.

3. That your Petitioner is a divorcee having been divorced by decree of this Honorable Court passed on the 27th day of August, 1943.

4. That prior to her divorce your Petitioner went to Ashville, North Carolina, and then and there brought home with her an infant child, to wit: Charles Culberson, an illegitimate child, who was born on the first day of April, 1933, as will more fully appear by a certified copy of his birth certificate filed herewith as Petitioner's Exhibit No. 1 and is prayed to

be taken as part and parcel of this petition. That the said trip was made on or about the 5th day of June, 1933, when the child was approximately two months old, said child having been given her by The Eliada Home for Children where said child was committed by the Juvenile Court of the State of North Carolina in and for the County of Buncombe, a certified copy of the said order of Court being filed herewith as Petitioner's Exhibit No. 2 and is prayed to be taken as part and parcel of this petition as fully as though the same were incorporated herein at length.

5. That the said infant child is now past ten years of age and your Petitioner has raised and reared him from the time he was two months of age.

6. That the said child has been called Jack Barnett Staton and was christened and has been so called since his birth and he knows of no other name.

7. That your Petitioner is now eager and anxious to adopt said child and have his name legally changed to that of Jack Barnett Staton by which he has been known as aforesaid.

Wherefore, your Petitioner, prays:

1. That the said infant child may be declared by order of this Honorable Court to be her adopted child.

2. That the said infant's name be changed from Charles Culberson to Jack Barnett Staton.

3. That your Petitioner may have such other and further relief as her case may require.

And as in duty bound, etc.

George B. Woelfel
Solicitor for Petitioner

Cora M. Staton
Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit:

I hereby certify that upon this first day of October, in the year 1943, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Cora M. Staton who made oath in due form of law that the matters and facts set forth in the aforegoing petition are true to the best of her knowledge and belief.

Witness my hand and seal Notarial.

(NOTARIAL SEAL)

Mary M. Hoff
Notary Public

The Eliada Home for Children, founded by Lucius B. Compton, its general manager, does hereby certify that it gave the said infant child mentioned in this petition to the said Cora M. Staton during the month of June, 1933, and that it does hereby consent to the adoption of the said infant by the said Cora M. Staton.

The Elida Home for Children
By Lucius B. Compton,
Founder and General Manager

We, the undersigned citizens and residents of the Village of Eastport, Anne Arundel County, Md., do hereby certify that we have read the aforegoing petition and believe the same to be true. We further know that the Petitioner is a lady of good moral habits, has a home of her own and not only has she raised the child for the past ten years but we believe her to be perfectly capable of rearing the child for the next eleven years and we can hon-

estly certify that in our judgment the Court would be making no mistake in granting the relief prayed.

Maurice E. Meade

Alden F. Norris

ORDER OF COURT

Upon the aforegoing petition, affidavit and exhibits, it is this 19th day of November, 1943, by the Circuit Court for Anne Arundel County ADJUDGED, ORDERED and DECREED that the prayer in this petition be and the same is hereby granted and that the said infant in this petition mentioned be and he is hereby declared to be the adopted child of Cora M. Staton with all the privileges afforded him by the laws of the State of Maryland in such cases made and provided.

And it is further ADJUDGED, ORDERED and DECREED that the said infant's name be and the same is hereby changed to Jack Barnett Staton.

And it is further ORDERED that the Petitioner pay the costs of these proceedings.

Ridgely P. Melvin Judge.

North Carolina State Board of Health
Bureau of Vital Statistics

STANDARD CERTIFICATE OF BIRTH

1. Place of Birth- Buncombe, Asheville Aston Park Hospital
2. Full name of Child -------- Culberson
3. Sex Male 6. Full term X 7.Legitimate No. 8. Date of birth April 1, 1933

Father

9. Full name Not known
10 Residence (usual place of abode) Hot Springs, N. C.
11. Color or race A

Mother

18. Full maiden name Edith Culberson
19. Residence (Usual place of abode) Hot Springs, N. C.
20. Color or race A
21. Age at last birthday 15 (Years)
22. Birthplace (city or place) Hot Springs,N.C.
23. Trade, profession, or particular kind of work done, as housekeeper, typist, nurse, clerk, etc. Student,

Certificate of attending Physician or Midwife

Filed Nov. 15" 1943

(Signed) Dr. B. E. Morgan, M.D.

NORTH CAROLINA BUNCOMBE COUNTY IN THE JUVENILE COURT

IN THE MATTER OF

CHARLES CULBERSON

COMMITMENT

This cause coming on to be heard before Hon. J. Frazier Glenn, Judge Presiding, and having been heard, and the court having made an investigation of the facts in connection with said case, and it appearing to the court and the court having found the following facts:

First, that the above named child is under sixteen years of age.

Second, that said child was present with his mother at the hearing of this case.

Third, that the court after hearing the evidence and being fully advised in the premises, finds that said child is dependent within the meaning of the law, and further finds that it is to his best interest to be committed to the Eliada Home for Children.

WHEREFORE, it is hereby ordered, adjudged and decreed that Charles Culberson be and he hereby is committed to the Eliada Home for Children to the end that the Trustees or other governing agencies thereof may keep, restrain and control him during his minority, or until such time as it is deemed proper for his discharge.

(DOMESTIC RELATIONSHIP COURT SEAL) J. Frazier Glenn

This the 28th day of April, 1933 JUDGE OF THE JUVENILE COURT OF BUNCOMBE COUNTY

A TRUE COPY Sarah B. Smith

Clerk D.R.Court

Filed Nov. 19" 1943

In the Matter of Esrael Levin	:	No. 8567 Equity
to change of name to that of	:	In the Circuit Court for
Irving Levine	:	Anne Arundel County

PETITION FOR CHANGE OF NAME

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Irving Levine by Noah A. Hillman, his Solicitor respectfully shows:

1. That your Petitioner was born at Philadelphia, Pennsylvania on February 9, 1913 and his parents' are Samuel and Fannie Levin (sometimes spelled Levine). A certified copy of certificate of birth of the Commonwealth of Pennsylvania is filed herewith as Petitioner's Exhibit "A", which he prays to be taken as a part hereof.

2. That for many years your Petitioner's family has used the spelling "Levine" for their surname and your Petitioner has been known as such.

3. That in addition to the use of the surname Levine, your Petitioner has for many years past used the given name "Irving" and in combination with the aforesaid surname, has been known generally to all and sundry as "Irving Levine".

4. That your Petitioner is in the Armed Service of the United States, rated Chief Pharmacist Mate, U.S.N.R. and was, at the time he was ordered to report for active duty, rated as Pharmacist Mate First Class. A copy of his Orders is attached hereto as his Exhibit "B" and he prays that same be taken as a part of this Petition.

5. That in as much as your Petitioner has, as aforesaid, used the name Irving Levine and is known as such and for the reason that the same is more euphonious, he believes his name should be changed by an Order of Court and as a matter of record.

Wherefore, your Petitioner prays the Court to pass an Order changing the name of your Petitioner as it is recorded, Esrael Levin, to that of Irving Levine, the name that he is known by and uses.

And as in duty bound, etc.

Irving Levine

Noah A. Hillman

Solicitor for Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 22nd day of Oct. 1943, before me, the Subscriber, a Notary Public of the State of Maryland and for the County aforesaid, personally appeared Irving Levine (also known as Esrael Levin) who made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true as therein stated, to the best of

his knowledge, information and belief.

As Witness my hand and notarial seal.

(Notarial seal)

Shirley Weinberg

Notary Public

The Circuit Court having considered the Petition, affidavit and Exhibits and being of the opinion that the Petitioner, who has been using the name Irving Levine should have the same made a matter of record; it is thereupon,

ORDERED, ADJUDGED AND DECREED this 27th day of October 1943, by the Circuit Court for Anne Arundel County, in Equity, that the Petitioner's name be and is hereby changed from Esrael Levin to Irving Levine, which latter name he shall henceforth use and be known by. Ordered further, that the Petitioner pay the costs of these proceedings.

Ridgely P. Melvin Judge

No. 91104

This is to Certify, That the following is a true and correct copy of a certificate of birth filed in the Bureau of Vital Statistics, Pennsylvania Department of Health, as directed by Act 402 of the General Assembly, 1915, P.L. 900

Oct. 6, 1943

Tom. E. Williams

(Director, Bureau of Vital Statistics

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF HEALTH

BUREAU OF VITAL STATISTICS

CERTIFICATE OF BIRTH

1. Place of Birth Philadelphia No. 510 Titan St. File No. 29772
2. Full name of child Esrael Levin
3. Sex Male
7. Legitimate Yes
8. Date of birth 2 - 9 -, 1913

Father

9. Full name Sam -----
10. Residence (usual place of abode) Phila.
11. Color or race W
12. Age at last birthday 22 yrs.
13. Birthplace (city or place) Russia
14. Trade, profession, or particular kind of work done, as spinner, sawyer, bookkeeper, etc. Cigar Maker
27. Number of children of this mother (At time of this birth and including this child) 1

Mother

18. Full maiden name-Fannie Zabludoff
19. Residence (usual place of abode) Phila.
20. Color or race W
21. Age at last birthday 22 years
22. Birthplace (city or place) Russia

I hereby certify that I attended the birth of this child who was born alive at 8 P.m, on the date above stated

(Signed) P. Miller ——

Address 736 Passayunk Ave

Filed 2 - 12, 1913 G. W. Atherholt Registrar

U. S. NAVAL HOSPITAL PHILADELPHIA, PENNA. P16-4
MM/405 01 84
DGC

April 1, 1941

From: The Medical Officer in Command.

To: LEVINE, Irving 405 01 84, PhM1c V-6 U.S.N.R.

Subject: Orders.

Reference: (a) Bu. Nav. letr. Nav-63-BJS of March 27, 1941.

1. Proceed on this date to Annapolis, Maryland, and report immediately to the Commanding Officer, U. S. S. REINA MERCEDES for duty.

2. On transfer from one activity to another and before reporting to the activity to which ordered, you are considered as being attached to the latter, hence should any unforeseen circumstances arise, you are directed to communicate with the Commanding Officer of the activity to which ordered.

3. You are authorized to travel by privately owned vehicle, subject to claim for reimbursement at the rate of three cents per mile, in accordance with U. S. Naval Travel Regulations.
The Disbursing Officer, U. S. Naval Hospital, Philadelphia, Penna. will furnish you cash for your subsistence.

4. This is a permanent change of station within the meaning of the act of May 18,1920, and you are entitled to such transportation for your dependents and household effects as is authorized by law.

5. Your records and accounts will be forwarded by registered mail.

/s/ H. L. Dollard.

1X25/P16-3 1st Endorsement U.S.S. REINA MERCEDES,
Annapolis, Maryland,
April 1, 1941.

From: Commanding Officer

To: LEVINE, Irving, 405 01 84, PhM1c, V-6, USNR

1. Reported this command at 1705, this date.

H. S. Nielson.

Certified a True Copy:

H. S. Nielson, Comdr., USN

CERTIFIED A TRUE COPY OF

A TRUE COPY:

S.A. Joy, Lt. Comdr. SC-V(G)

Filed Oct. 25th 1943. USNR

EX PARTE IN THE MATTER OF THE PETITION OF	:	No. 8564 Equity
RAYMOND J. SEILER FOR THE ADOPTION OF AND	:	In the Circuit Court
CHANGE OF NAME OF DOROTHY LEE KING AND	:	for
ROBERT MILTON KING.	:	Anne Arundel County.

PETITION AND CONSENTS.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Raymond J. Seiler, respectfully represents unto your Honor:

FIRST: That he is a resident of Baltimore County, in the State of Maryland, and has been such a resident for more than two years prior to the filing of this petition.

SECOND: That he is desirous of adopting Dorothy Lee King, six years old, and Robert Milton King, four years old, the children of his wife, Dorothy Eleanor Seiler, nee Dorothy Eleanor King, whom he married on February 14th, 1940, and Clement King, from whom his said wife, Dorothy Eleanor Seiler, nee Dorothy Eleanor King, was divorced in October 1940.

THIRD: That your Petitioner is employed and makes One hundred and seventeen Dollars ($117.00) per week and is capable of caring for and supporting the said children.

FOURTH: That your Petitioner believes that it is to the best interest and advantage of the said children that he adopt them, and further feels that it would be to the best interest and advantage of the said children that their names be changed by this Honorable Court to Dorothy Lee Seiler and Robert Milton Seiler.

FIFTH: That the father, Clement King, and mother, Dorothy Eleanor Seiler, (Petitioner's wife) of the said children, Dorothy Lee King and Robert Milton King, have consented to these proceedings as shown by the annexed consents.

WHEREFORE your Petitioner prays that this Honorable Court may be pleased to pass an order declaring the said Dorothy Lee King and Robert Milton King to be the legally adopted children of your Petitioner and that the names of the said infant children be changed from Dorothy Lee King and Robert Milton King, to Dorothy Lee Seiler and Robert Milton Seiler respectively.

And as in duty bound.

Daniel B. Chambers, Jr. Raymond J. Seiler

Attorney for Petitioner. Petitioner.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 1st day of October, in the year Nineteen hundred and forty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared RAYMOND J. SEILER, the Petitioner herein, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein stated to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Charles I. Givner

Notary Public.

I, CLEMENT KING, father of the children mentioned in these proceedings, Dorothy Lee King and Robert Milton King, do hereby consent to the adoption of the said children by Raymond J. Seiler, the Petitioner herein, and his wife, Dorothy Eleanor Seiler and to the change of name of the said children from Dorothy Lee King and Robert Milton King to Dorothy Lee Seiler and Robert Milton Seiler respectively.

Witness: Marvin I. Anderson Clement King

I, DOROTHY ELEANOR SEILER, as mother of the children mentioned in these proceedings, Dorothy Lee King and Robert Milton King, and the wife of the petitioner herein, Raymond J. Seiler, do hereby consent to the adoption of the said children by my husband and to the change of names of the said children from Dorothy Lee King and Robert Milton King, to Dorothy Lee Seiler and Robert Milton Seiler, respectively.

Charles I. Givner — Dorothy Eleanor Seiler.

Notary Public

Filed Oct. 14" 1943.

DECREE Oct. 15, 1943.

This application being submitted and the petition and all other proceedings being by the Court read and considered.

The Court being satisfied upon careful investigation that the best interest and welfare of the said Dorothy Lee King and Robert Milton King will be thereby promoted.

It is thereupon this 15th day of October in the year nineteen hundred and forty-three by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered and decreed that the said Dorothy Lee King and Robert Milton King be and they are hereby expressly declared the adopted children of the said Raymond J. Seiler and Dorothy Eleanor Seiler, 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 names of said Dorothy Lee King and Robert Milton King be and they are hereby changed to Dorothy Lee Seiler and Robert Milton Seiler, respectively.

And it is further ordered that the petitioners pay the costs of these proceedings to be taxed by the Clerk.

Ridgely P. Melvin C.J.

Filed Oct. 15" 1943.

In the Matter of the Petition of Louis S. Stuller and May B. Stuller, his wife, FOR THE ADOPTION OF RUBY ELLA HENKENSIEFKEN, BETTY MARLINE HENKENSIEFKEN and LOUIS LEE HENKENSIEFKEN, infants	:	No. 8563 Equity In the Circuit Court for Anne Arundel County.

PETITION FOR ADOPTION, etc.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of LOUIS S. STULLER and MAY B. STULLER, his wife, respectfully represents unto Your Honors:

FIRST: That they are residents of the City of Annapolis and State of Maryland, where your petitioner, LOUIS S. STULLER, is serving in the United States Navy as a warrant officer earning approximately $300.00 monthly.

SECOND: That your petitioners were married on the 26th day of August, 1942, at Annapolis, Maryland, where they have lived together as husband and wife ever since.

THIRD: That your petitioners have no children born unto them as a result of said marriage; but the said MAY B. STULLER has three children born unto her out of wedlock prior to

said marriage, namely, RUBY ELLA HENKENSIEFKEN, age 12, born on January 4, 1931, at West Annapolis, Maryland; BETTY MARLINE HENKENSIEFKEN age 10, born on July 2, 1933, at West Annapolis, Maryland; and LOUIS LEE HENKENSIEFKEN, age 6, born on September 3, 1937, at Annapolis, Maryland, all of which said children have, ever since the marriage of your petitioners, resided with them.

FOURTH: That your petitioner, LOUIS S. STULLER, has become very much attached to said infant children; and he desires and is anxious and willing to adopt them as his own so as to confer upon them all rights vouchsafed under the law in such cases. He further desires to retain said infant children under his roof and to care for and provide for them as his own, to educate and train them in a manner conducive to their best interests.

FIFTH: That your petitioner, LOUIS S. STULLER, has received the consent of the mother of said children to this adoption, as is evidenced by her written assent attached hereto; and in an effort to retain her relationship with said infant children and to avoid waiving or releasing any of her rights as their natural mother, she joins in this petition and seeks their adoption.

SIXTH: Your petitioners further pray this Honorable Court that the names of RUBY ELLA HENKENSIEFKEN, BETTY MARLINE HENKENSIEFKEN and LOUIS LEE HENKENSIEFKEN be changed to RUBY ELLA STULLER, BETTY MARLINE STULLER and LOUIS LEE STULLER.

TO THE END, THEREFORE:

(1) THAT this Honorable Court may pass a decree declaring the said RUBY ELLA HENKENSIEFKEN BETTY MARLINE HENKENSIEFKEN and LOUIS LEE HENKENSIEFKEN the adopted children of the said LOUIS S. STULLER and MAY B. STULLER, his wife.

(2) THAT the names of RUBY ELLA HENKENSIEFKEN, BETTY MARLINE HENKENSIEFKEN and LOUIS LEE HENKENSIEFKEN be changed from RUBY ELLA HENKENSIEFKEN, BETTY MARLINE HENKENSIEFKEN and LOUIS LEE HENKENSIEFKEN to RUBY ELLA STULLER, BETTY MARLINE STULLER and LOUIS LEE STULLER.

(3) THAT your petitioners may have such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS to take such action and pass such order as may effectuate the wish and intention of your petitioners and promote the best interest and welfare of the said minors.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
Solicitor for Petitioners

Louis S. Stuller
May B. Stuller
Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 20th day of September, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared MAY B. STULLER and made oath in due form of law that the matters and facts mentioned in the foregoing petition are true as therein set forth.

AS WITNESS my hand and Notarial seal.

(NOTARIAL SEAL)

Grace E. Roth
Notary Public

WITH THE ARMED FORCES OF THE UNITED STATES
AT AN UNDISCLOSED PLACE, TO WIT:

I HEREBY CERTIFY that the aforegoing petition was acknowledged this 1st day of OCTOBER,

1943, by LOUIS S. STULLER, serving in the armed forces of the United States, before me, a commissioned officer in the active service of the United States Navy; and he made oath in due form of law that the matters and facts set forth above are true to the best of his knowledge and belief.

Name of Officer S. E. Cartmell
Rank LIEUTENANT COMMANDER, USNR
Unit to which COMMUNICATION OFFICER
attached USS DENVER
Permanent address HILLCREST WOODS
GLEN ELLEN, CALIFORNIA

I, May B. Stuller, mother of RUBY ELLA HENKENSIEFKEN, BETTY MARLINE HENKENSIEFKEN, and LOUIS LEE HENKENSIEFKEN, do hereby assent to the application of LOUIS S. STULLER to have the said RUBY ELLA HENKENSIEFKEN, BETTY MARLINE HENKENSIEFKEN and LOUIS LEE HENKENSIEFKEN declared to be the adopted children of LOUIS S. STULLER and to have their names changes to RUBY ELLA STULLER, BETTY MARLINE STULLER and LOUIS LEE STULLER.

May B. Stuller

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 20th day of September, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared MAY B. STULLER 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 children by LOUIS S. STULLER and to the change of their names to RUBY ELLA STULLER, BETTY MARLINE STULLER AND LOUIS LEE STULLER.

AS WITNESS my hand and Notarial seal.

(NOTARIAL SEAL)

Grace E. Roth
Notary Public

In the Matter of the Petition of Louis S. Stuller and May B. Stuller, his wife, for the Adoption of Ruby Ella Henkensiefken, Betty Marline Henkensiefken and Louis Lee Henkensiefken, infants.

No. 8563 Equity
In the Circuit Court for Anne Arundel County.

I HEREBY CERTIFY that I have known LOUIS S. STULLER and MAY B. STULLER, his wife, for approximately eight years and that I know them to be honest, sober, industrious and reliable. I believe them to be proper persons to have the care and custody of the infant children named herein; and I believe they will make kind, devoted and loving parents.

Lillian K. Blay

Filed Oct. 13" 1943.

DECREE OF ADOPTION Oct. 15, 1943

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 infants, RUBY ELLA HENKENSIEFKEN, BETTY MARLINE HENKENSIEFKEN and LOUIS LEE HENKENSIEFKEN, will be served by the passage of the following order.

IT IS THEREUPON, this 15 day of October, 1943, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the infants, RUBY ELLA HENKENSIEFKEN, BETTY MARLINE HENKENSIEFKEN and LOUIS LEE HENKENSIEFKEN, mentioned in these proceedings be and they are hereby decreed to be the legally adopted children of LOUIS S. STULLER and MAY B. STULLER, 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 names of the said infants, RUBY ELLA HENKENSIEFKEN, BETTY MARLINE HENKENSIEFKEN and LOUIS LEE HENKENSIEFKEN, be and they are hereby changed from RUBY ELLA HENKENSIEFKEN, BETTY MARLINE HENKENSIEFKEN and LOUIS LEE HENKENSIEFKEN to RUBY ELLA STULLER, BETTY MARLINE STULLER AND LOUIS LEE STULLER.

IT is further ordered that the said petitioners shall pay the costs of these proceedings, to be taxed by the Clerk.

Ridgely P. Melvin C.J.

Filed Oct. 15" 1943.

Lillian F. Williams, PLAINTIFF,	:	No. 8561 Equity
vs	:	In the Circuit Court for
James L. Bowers, DEFENDANT.	:	Anne Arundel County

BILL OF COMPLAINT.

To the Honorable, the Judge of the said Court:

The bill of complaint of Lillian F. Williams, the above named plaintiff, by John S. Strahorn, her solicitor, respectfully shows:

1. That, heretofore to-wit on the 1st day of September, 1943, a certain James L. Bowers, the above named defendant, entered into a written contract with your petitioner for the sale and purchase of the improvements as a lot at Cedar Hill, in the 5th Election District of Anne Arundel County at and for the price of $365.00; the said purchaser-defendant having on said date paid on account of the said purchase price the sum of $125.00, but refuses to pay the balance thereof and accept title to said property, for the reason that he disputes your complainant's right to so sell and convey said property; and your complainant attaches hereto as a part hereof an original of said contract, so dated September 1, 1943, marked "Complainant's Exhibit No. 1."

2. Your complainant shows: That George W. Williams, late of Anne Arundel County, Maryland, died intestate on the 4th day of October, 1890, seized and possessed in fee simple of a tract of land of which the land here in dispute is a part lying near Cedar Hill cemetery in said 5th Election District, containing 139 acres more or less.

3. And your complainant further shows: That on the 22nd day of April,1899, Matilda Williams, widow of the said George W. Williams, and all their children, being all the heirs of the said George W. Williams, by deed of said last mentioned date, recorded in Liber G.W. 13, folio 129, etc., conveyed to the Board of School Commissioners of Anne Arundel County about one fourth acre of said real estate, lying at the north end thereof, and being the identical property here in dispute, for the purpose of a public school for the education of colored children, in fee simple, with the following proviso, however:-

"xxxxx so long as the same shall be used for the purposes of a public school for the education of colored children; but in the event that the same shall be used for any other

purposes whatever or shall remain closed for a period exceeding five years, shall then revert to the parties of the first part, unto his her or their heirs and assigns, in fee simple, xxxxx."

And your complainant files herewith as a part hereof a certified copy of said deed, marked "Petitioner's Exhibit No. 2".

4. That on the 17th day of October, 1901, after the death of the said Matilda Williams widow, the children of the said George W. Williams voluntarily divided up said whole property so possessed by the said George W. Williams at the time of his death, which said voluntary division was ratified and confirmed by this court, by its decree dated the 31st day of January, 1902, in Equity cause No. 2382, duly recorded among the equity records of this court in Liber G. W. No. 42, folio 324 (346-9).

5. That, by this voluntary division and said decree, Milton Williams, better known as Milton C. Williams, the husband of your petitioner, and one of the sons of the said George W. Williams, was awarded that portion of said whole property out of which said school lot mentioned in paragraph three (3) hereof had been theretofore carved, the portion of said whole property so awarded to the said Milton C. Williams containing 27 3/4 acres of land, more or less, and designated on plat thereof filed in said equity cause No. 2382 as Lot No. 4, and lying in the middle of the north end of said whole property, between the portions thereof awarded by the said division and decree to Rudolphus Williams on the west thereof, and Richard Williams on the east thereof; and your petitioner shows, that with said proceeding (No. 2382 Equity) a plat of said whole property, made by L. Green, Surveyor, was filed with the testimony therein on the 8th day of January, 1902, and marked therein as 'Exhibit No. 3', and which said plat shows, among other things, that said Lot No. 4, with the "school" lot in the north centre thereof, abuts on its south on the north side of a public road running through said Lot No. 4 in the north, and between said Lot No. 4 and the property so awarded to Richard Williams (Lot No. 3) on the east, and known as and shown on other plats of said Lot No. 4, and as well, on the plat of said School Lot, as the Snow Hill Road; the word "school" in said School Lot being written, in red ink, diagonally across said school lot so shown on said plat in No. 2382 Equity.

6. That the said Milton C. Williams departed this life intestate on or about the 11th day of August, 1926, seized and possessed of a balance of 25.07 acres, more or less, of the said Lot No. 4, being the residue of said 27.75 acres not theretofore conveyed away by him in his lifetime; and leaving surviving him, as his sole heirs at law, your petitioner, and seven infant children. That on the 14th day of May, 1927, your petitioner filed her bill of complaint in this court, being No. 5299 Equity, in which she prayed that the whole of said balance of said Lot No. 4, to-wit, 25.07 acres more or less, so belonging to said Milton C. Williams at the time of his death, be sold for the purpose of partition between her as widow of said Milton C. Williams and their said seven infant children. That through and by a decree of this court, passed in said equity cause No. 5299 on the 29th day of November, 1927, trustees were duly appointed to make such sale of said remaining part of said Lot No. 4, the property of said Milton C. Williams, and on the 24th day of May, 1938, said Trustees, Victor Wilson and John S. Strahorn, conveyed to your petitioner the residue of said 25.07 acres more or less, not already by them as such trustees theretofore conveyed, said residue containing 3.8 acres more or less, by their fee simple deed, recorded in Liber

F. A. M. No. 181, folio 1, etc; and your petitioner files herewith as part hereof the original of said deed, and plat of said whole Lot No. 4, made by McCrone, Jones & Hicks, Engineers, October, 1937, showing said residue of 3.8 acres, marked "Petitioner's Exhibit No. 3."

7. That said school property is no longer used for the purpose of a school of any kind, and has been abandoned by said School Board, and is no longer in any manner under the care, control and supervision of the said Board; such discontinuance and abandonment having occurred more than five years before this date, as your petitioner believes and avers.

And your petitioner further shows, that on January 9, 1937, said Board entered into negotiations with your petitioner and said two trustees, Victor Wilson and John S. Strahorn, for the purchase of an adjoining tract of land of said 25.07 acres, to be used as a site for a new school for the colored children of this community, and on which site a modern school building was erected and used for such school purposes, to take the place of said school so abandoned and discontinued; the said tract, containing 2.22 acres more or less, having been conveyed to said School Board by the said two trustees by their deed bearing date the 12th day of April 1938, and duly recorded in Liber F. A. M. No. 177, fo. 460.

And your petitioner further shows: That, on the 12th day of March, 1941, the said School Board, authorized the use of said property by the Parent Teachers Association of the said community, which offer was declined; and your petitioner further alleges and shows, that thereafter, to wit, on or about the 1st day of October, 1941, said Board advertised and sold at public auction on the 5th day of November, 1941, the said School lot and improvements, the purchaser thereof at said piblic sale, William Ware, having declined to accept a deed therefor, because he was advised that since said Board had abandoned said property, it no longer had any interest therein, and thereafter, to-wit, on the 8th day of May, 1943, the purchase money paid by said purchaser was refunded to him by said Board.

8. And your petitioner as reversionary owner of said abandoned property, through her said deed from said Trustees, respectfully shows to the Court, that since said abandonment by said School Board of the said lot and improvements, no other person has claimed or attempted to claim or exercise any rights therein adverse to your petitioner's rights so obtained by her as she believes and avers through her said deed from said Trustees; and as such reversionary owner of said property, she is ready and willing, and able, as she believes, to give to the said purchaser, this defendant, a proper conveyance of a good and marketable title in fee, to said property so contracted for by defendant.

To the end, therefore:-

(1) That the said agreement may be specifically enforced, and that the said purchaser may be decreed to pay unto your complainant the balance of the purchase money agreed to be paid, and to accept from your complainant a conveyance of the said improvements.

(2) That your complainant may have such other and further relief in the premises as her cause and equity may require.

MAY IT PLEASE YOUR HONOR, to grant unto your complainant the writ of subpoena, directed to the said James L. Bowers, who resides in the City of Baltimore, commanding him to be and appear in this Court at some certain day to be therein named, and answer the premises, and abide by and perform such decree as may be passed herein.

And as in duty bound, etc.

Lillian F. Williams, Complainant.

Jno. S. Strahorn
Solicitor for Complainant.

State of Maryland, Anne Arundel County, Sct.

I hereby certify, that on this 7th day of October, 1943, before me, the subscriber, a Notary Public of the said State and County, personally appeared the above named Lillian F. Williams, and made oath in due form of law, that the matters and facts set out and alleged in the foregoing bill of complaint, signed by her in my presence, are true as therein stated, to the best of her knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Florence G. Kess

Notary Public.

COMPLAINANT'S EXHIBIT No. 1

THIS AGREEMENT, made this 1st day of September, 1943, between Lillian F. Williams, of the first part, and James Bowers, of the second part.

WITNESSETH, that the party of the first part does hereby bargain and sell unto the said party of the second part, and the latter does hereby purchase from the former, the following described property, situate and lying in the 5th Election District of Anne Arundel County, Maryland;

BEING the improvements, consisting of a school house, on the School Lot lying within Lot No. 4 in the division of the property of the heirs of George W. Williams, awarded to Milton C. Williams in the said division; and now belonging to the said Lillian F. Williams by purchase from John S. Strahorn and Victor Wilson, Trustees, in No. 5299 Equity, in the Circuit Court for Anne Arundel, County, through deed from said Trustees dated May 24, 1938, and duly recorded among the land records of said county in Liber F. A. M. No. 181, folio 1, etc.

At and For the price of Three hundred & sixty five Dollars ($365.00), of which the sum of $125.00 have been paid prior to the signing hereof, and the balance to be paid as follows:

Cash upon transfer of title thereto. And upon payment of the balance of said purchase money, and not before, a deed for the said building to be executed by the vendor at the vendee's expense, which shall convey the said property by a good and merchantable title.

WITNESS our hands and seals this 1st day of Sept. 1943.

Test: As to both Lillian F. Williams (SEAL)

Jno. S. Strahorn James L. Bowers (SEAL)

Filed Oct. 8" 1943.

PETITIONER'S EXHIBIT No. 2

This Deed made this 22nd day of April, in the year eighteen hundred and ninety nine, by and between Matilda L. Williams, widow, Urias Williams and Mary Williams, his wife, Rudolphus Williams and Ella Williams, his wife, Richard T. Williams and Sarah Williams, his wife, William H. Williams and Sarah M. Williams, his wife, George W. Williams and Minerva Williams, his wife, and Milton C. Williams, unmarried as parties of the first part, and the Board of County School Commissioners of Anne Arundel County as party of the second part,

Whereas, heretofore in or about the year 1890, George W. Williams late of Anne Arundel County, died seized and possessed of certain real estate lying in Anne Arundel County, the hereinafter described lot being a part of the land so seized and possessed and at the time

of his death he left surviving him his widow, Matilda, and the following children, all adults, namely: Urias Williams, Rudolphus Williams, Richard T. Williams, William H. Williams, George W. Williams, and Milton C. Williams, as his heirs at law.

Now, Therefore, This Deed Witnesseth, that for and in consideration of the sum of one _ ($1.00) and the building and establishing of a public school for the education of colored children upon the hereinafter described lot the said parties of the first part do hereby grant, assign and convey unto the said Board of County School Commissioners of Anne Arundel County, its successors and assigns, in fee simple, all that lot or piece of ground situate, lying and being in the 5th Election District of Anne Arundel County on the "Snow Hill" road and just south of "Cedar Hill" Cemetery, and described as follows, that is to say:

Beginning at a stake on the north side of the public road known as the "Snow Hill Road", and running thence thence north 18° west 6 perches to a stake on the south side of a private road and with said road north 77° east 6 perches to a stake on the south side of the said road; thence south 15° 30' west 9 6/10 perches to a stake on the north side of the aforesaid public road, and with said road north 77° west 7 perches to the beginning. Containing and was laid out for 1/4 of an acre.

It being part of the same land which was conveyed to the said George W. Williams during his life time by deed from John George Fisher, dated January 21st, 1884, and recorded among the land records of Anne Arundel County, in Liber S. H. No. 23 folio 117, etc., etc.,

To Have and To Hold the land and premises described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances thereto belonging or appertaining unto and to the proper use and benefit of the said Board of County School Commissioners of Anne Arundel County, its successors and assigns; so long as the same shall be used for the purposes of public school for the education of colored children; but in the event that the same shall be used for any other purposes whatever or shall remain closed for a period exceeding five years, shall then revert to the parties of the first part, unto his, her or their heirs and assigns, in fee simple, and the said parties of the first part covenant that they will warrant specially the property hereby conveyed and that they will execute such further assurances as may be requisite.

Witness hands and seals of said parties:

Matilda L. Williams (SEAL)

Test:

Urias Williams (SEAL)

Thcas L. McClelland

her
Mary X Williams (SEAL)
mark

Rudolphus Williams (SEAL)

Test:

Ella Williams (SEAL)

Thomas L. McClelland

Richard T. Williams (SEAL)

her
Sarah Williams X (SEAL)
mark

his
William H. Williams X (SEAL)
mark

Sarah M. Williams (SEAL)

George W. Williams (SEAL)

her
Minerva _ Williams X (SEAL)
mark

Milton C. Williams (SEAL)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 22n_ day of April in the year eighteen hundred and nine-

ty nine, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County, personally appeared Matilda L. Williams, Urias Williams, Mary Williams, Rudolphus Williams, Ella Williams, Richard T. Williams, Sarah Williams, William H. Williams, Sarah M. Williams, George Williams, Minerva Williams, and Milton C. Williams and each acknowledged the aforegoing deed to be their respective act and deed.

Thomas S. McClelland J.P.

Recorded 25 April 1899

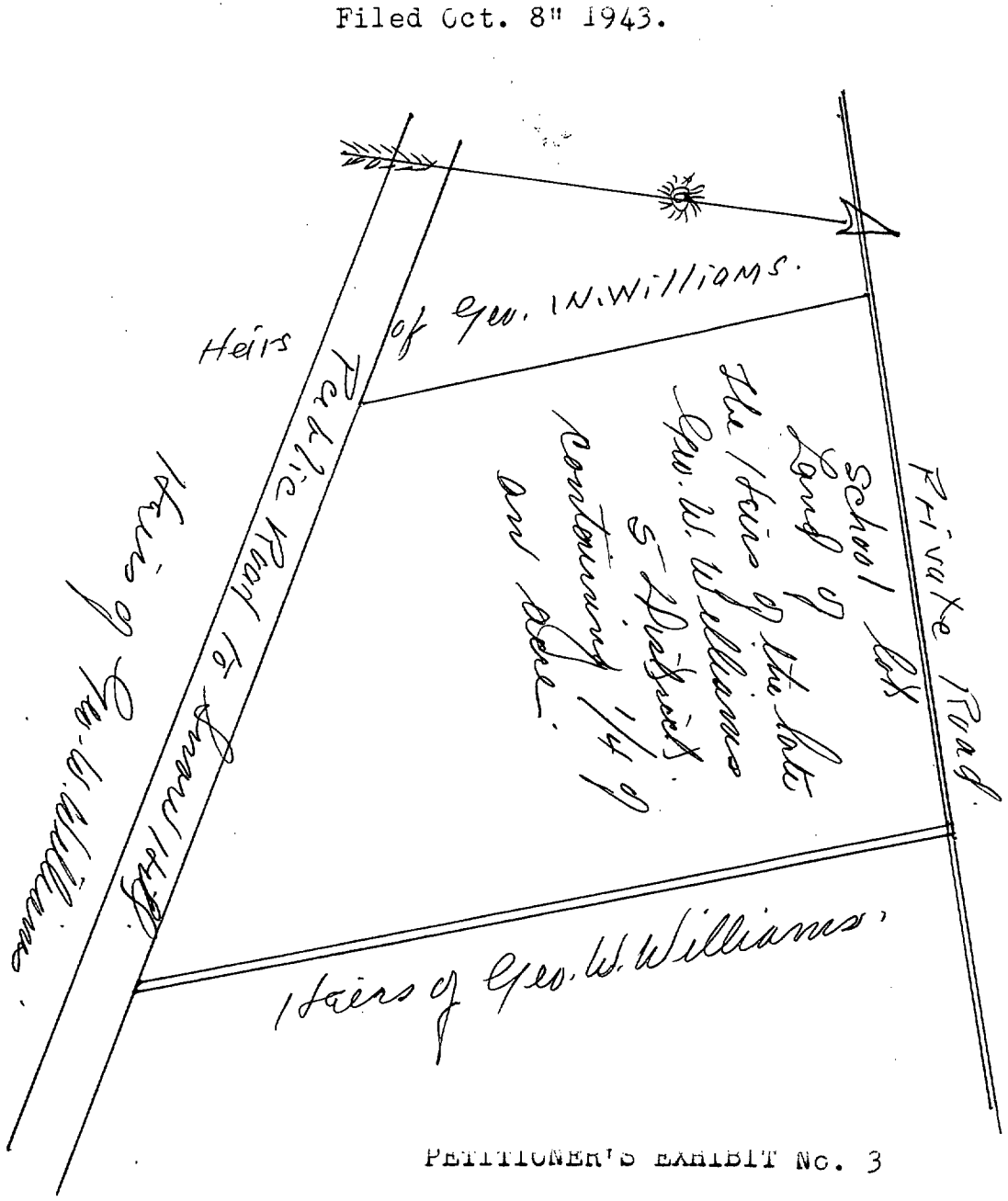
State of Maryland, Anne Arundel County, Sct:

I hereby certify that the aforegoing Deed AND PLAT was truly taken and copied from Liber G. W. No. 13, folio 129, 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 August, A. D. 1943.

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

Filed Oct. 8" 1943.



PETITIONER'S EXHIBIT No. 3

(INT. REV. STAMPS $4.00) (MD. STATE STAMPS $3.60)

THIS DEED, made this 24th day of May, 1938, by Victor Wilson and John S. Strahorn, Trustees.

WHEREAS, in pursuance of a decree of the Circuit Court for Anne Arundel County, in Equity, dated the 9th day of April, 1938, amending a decree of the said Court dated the 29th day of November, 1927, in a cause in the said Court in which Lillian F. Williams is plaintiff, and Herschell C. Williams et al., are defendants, being No. 5299 Equity in said Court, the said Trustees were authorized to sell, and did sell, at private sale, to Lillian F. Williams, all the rest and residue of the real estate in said equity cause mentioned , being 3.8 acres, more or less, with improvements, at and for the price of three thousand six-

Hundred Dollars ($3,600.00), which said sale was duly reported to, and ratified by said court on the 14th day of May, 1938, and the whole of the purchase money therefor fully paid, as is hereby acknowledged.

NOW, THEREFORE, THIS DEED WITNESSETH, that in consideration of the premises, and the payment of the aforesaid purchase money, the said Victor Wilson and John S. Strahorn, Trustees, do by these presents grant and convey unto the said Lillian F. Williams, in fee simple, all the right, title, interest and estate of all the parties to said cause, and of all persons claiming by, from or under them or any of them, in and to the following described property, situate, lying and being in the Fifth Election District of Anne Arundel County, Maryland, and described as follows:

BEING all the rest residue and remainder of Lot No. 4, shown on plat filed in said Equity cause No. 5299 on the 10th day of December, 1937; and lying north of the "South 65 degree 10 minutes West 440.65 feet" line shown on said plat, except the five (5) pieces shown thereon which, previously to the institution of the said equity cause on the 14th day of May, 1927, had been conveyed away out of said Lot No. 4, by Milton C. Williams et al., and containing (1) about one fourth of an acre; (2) 0.225 acres; (3) 1.3 acres; (4) 0.25 acres, and (5) one third of an acre, more or less, by deeds recorded among the land records of said Anne Arundel County in Libers W. N. W. 42, 210; G. W. 13, 129; W. N. W. 98, 139; G. W. 84, 168, and W. N. W. 85, 133, respectively; the said 440.65 foot line being the north boundary of a tract of 2.22 acres theretofore sold by these trustees to the Board of Education of said County, as shown in their report of sale thereof filed in the said equity cause No. 5299 on the 3rd day of March, 1938, and which said sale was finally ratified and confirmed on the 5th day of April, 1938. A copy of the said plat and survey, made by McCrone, Jones and Hicks, Engineers, October, 1937, being attached hereto for particularity. The said tract, hereby intended to be conveyed containing 3.8 acres, more or less, including the cemetery lot shown on said plat and lying in the northwest corner of said whole Lot No. 4; and which said Lot No. 4 was awarded to the said Milton C. Williams by decree of partition passed on the 31st day of January, 1902, in equity cause No. 2382 in the said Circuit Court.

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

TO HAVE AND TO HOLD the aforesaid land and premises unto and to the said Lillian F. Williams, her heirs and assigns, forever, in fee simple.

WITNESS the hands and seals of the said Victor Wilson and John S. Strahorn, Trustees

TEST:

As to Victor Wilson, Victor Wilson (SEAL)

Beatrice Poltrack

TEST:

As to John S. Strahorn Jno. S. Strahorn (SEAL)

Mary M. Munroe Trustees.

State of Maryland, Baltimore County, set.

I hereby certify that on this 24th day of May, in the year 1938, before me, the subscriber, a Notary Public of the said State; in and for the said County, personally appeared Victor Wilson, Trustee, and acknowledged the foregoing deed to be his act.

WITNESS my hand and Notarial Seal

(NOTARIAL SEAL) BEATRICE POLTRACK NOTARY PUBLIC.

State of Maryland, Anne Arundel County, Sct.

I hereby certify that on this 25th day of May, 1938, before me, the subscriber, a Notary Public of the said State, in and for the said County, personally appeared John S. Strahorn, Trustee, and acknowledged the foregoing deed to be his act.

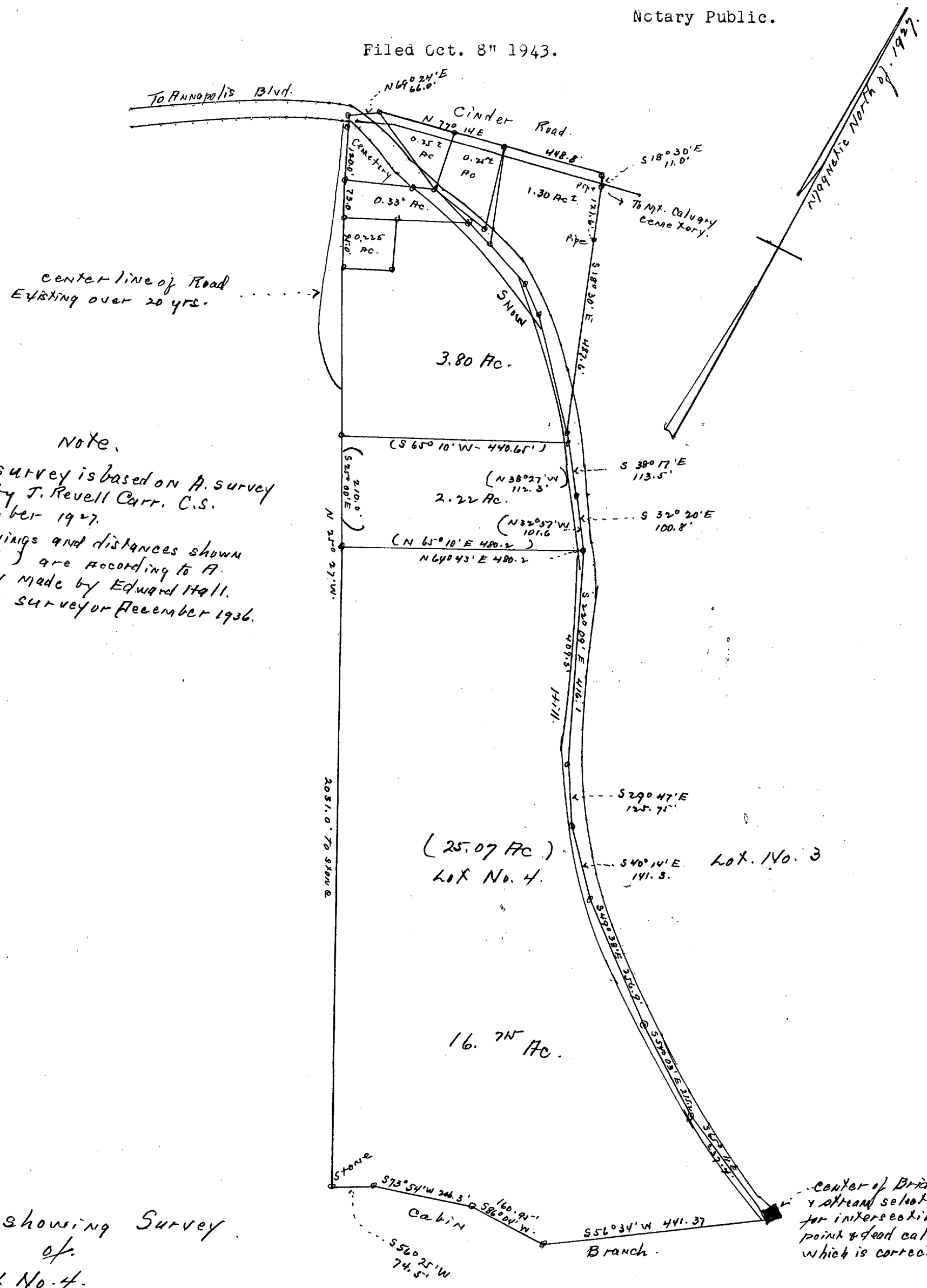
WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Mary M. Munroe

Notary Public.

Filed Oct. 8" 1943.



Note.

This survey is based on A. survey made by J. Revell Carr. C.S. November 1927.

Beginnings and distances shown Thus ( ) are according to A. survey made by Edward Hall. County surveyor December 1936.

Plat showing Survey of.

Lot No. 4.

5th. District A. A. County, Md.

of the Late G. W. Williams Est.

Surveyed By. McCrone, Jones & Hicks, Engineers.

October 1937 —— Scale 1" = 200'

Lillian F. Williams, No. 8561 Equity

vs. In the Circuit Court for

John L. Bowers. Anne Arundel County.

Defendant's Answer.

To the Honorable, the Judge of the said Court:

The answer of James L. Bowers, defendant, by John S. Strahorn, Jr., his Solicitor, to the Bill of Complaint of Lillian F. Williams, against him exhibited in the above entitled case, respectfully shows:

That he admits the matters and facts set out and alleged in her said Bill of Complaint, and consents to the passage of such decree in the premises as may to the Court seem right and proper.

And as in duty bound, etc.

John S. Strahorn, Jr. Solicitor.

Filed Oct. 13" 1943.

DECREE

This cause standing ready for hearing, and having been submitted by the parties hereto for decree upon bill, affidavit, exhibits and answer, and the proceedings having been read and considered by the court.

IT IS THEREUPON, this 16th day of October, in the year Nineteen Hundred and Forty Three, by the Circuit Court for Anne Arundel County, IN EQUITY, and by the authority thereof, ADJUDGED, ORDERED and DECREED, that the defendant, James L. Bowers forthwith pay, or bring into this Court to be paid, unto the plaintiff, Lillian F. Williams, the sum of Two Hundred Dollars ($200.00), the same being the balance of the purchase money for the improvements on the property mentioned in the contract dated September 1, 1943 sued on in this case; being a part of the land and premises mentioned in the bill of complaint conveyed to the plaintiff by the Trustees in No. 5299 Equity in this Court, by their deed filed herein as Petitioner's Exhibit No. 3 with the said bill, dated the 24th day of May, 1938, and recorded among the land records of this county in Liber F. A. M. No. 181, folio 1, etc., together with interest thereon from September 1, 1943, until so paid or brought into Court, and the plaintiff's costs of suit to be taxed by the Clerk; and that, upon payment of the aforesaid sum of money with interest and costs as aforesaid, or bringing the same into this court, the plaintiff, by a good and sufficient deed, to be executed and acknowledged agreeable to law, shall convey unto the said defendant, and his heirs or assigns, the said improvements in the proceedings mentioned and described as sold by the plaintiff to the said defendant and all the right, title, interest and estate of the plaintiff in and to the same.

Ridgely P. Melvin

Chief Judge.

Filed Oct. 16" 1943.

WILLIAM G. HENKEL, SR.	:	IN THE CIRCUIT COURT OF BALTIMORE CITY
VS.	:	No. 8560 Equity
WILLIAM G. HENKEL, JR. MARGARET REBECCA ENGEL and ALBERT J. CURRAN	:	In the Circuit Court for Anne Arundel County

BILL OF COMPLAINT Filed 29" September 1942

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Orator, complaining, says:

1. That on February 5, 1940 your Orator was the owner of leasehold property known as 714 Grantley Street in the City of Baltimore, State of Maryland, acquired by your Orator and his wife by Deed dated February 15, 1924 from Michael Keelty and recorded among the Land Records of Baltimore City in Liber S. C. L. No. 4147, Folio 264, all of which will appear more fully from the annexed Deed marked "Petitioner's Exhibit One" and prayed to be taken as part hereof; and was the owner also of leasehold property known as 1829 West North Avenue, in the City of Baltimore, State of Maryland, acquired by your Orator and his wife by Deed dated January 6, 1914 from Lola L. Scheu and recorded among the Land Records of Baltimore City in Liber S. C. L. No. 2870, folio 357, all of which will appear more fully from the annexed Deed marked "Petitioner's Exhibit Two" and prayed to be taken as part hereof was the owner also of fee simple lot No. 32 as shown on Plat A Pinehurst on the Bay, acquired by your Orator and his wife by Deed dated August 25, 1924 from P. Charles DeMarco and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 27, folio 9, all of which will appear more fully from the annexed Deed marked "Petitioner's Exhibit Three" and prayed to be taken as part hereof; the said Catherine Henkel, also known as Kate Henkel, having departed this life on or about November 15, 1939 thereby vesting title to the aforesaid properties described in Petitioner's Exhibits One, Two and Three in the said William G. Henkel, Sr., alone.

2. That at or about the time of the death of your Orator's wife, he was threatened with an execution by a judgment creditor, and your Orator being very much disturbed about the possibility of losing his properties, coupled with grief over loss of his wife, consulted his son, the Defendant, William G. Henkel, Jr., in whom he had great confidence and faith, as to what should be done.

3. That the Defendant, William G. Henkel, Jr., advised his father that it would be wise for him to secure a mortgage to pay the judgment and arranged with his father, your Orator, William G. Henkel, Sr., to apply for a loan with the West North Avenue Savings and Loan Association, and the said William G. Henkel, Jr. also took your Orator to his Attorney, Simon Silverberg, to handle the details of the Building Association settlement and also to make possible suggestions as to what should be done with the property to prevent further involvement of your Orator at any future time.

4. That the said Simon Silverberg and William G. Henkel, Jr. and your Orator attended the settlement on or about January 15, 1940 with the West North Avenue Savings and Loan Association, and thereafter it was suggested to your Orator by his son that something should be done with his property so that further similar difficulties could be eliminated, also to provide for a future disposition of his estate, and after the matter was fully discussed, your Orator gave specific instructions as to the creation of life estates in each of the properties for himself, with the reservation of the full power to sell, mortgage, lease or

in any other manner dispcse of said properties during his life time and if not disposed of, the remainders were to gc to his son, the Defendant, William G. Henkel, Jr. and to his daughter, the Defendant, Margaret Rebecca Engel, as hereinafter set forth.

5. That thereafter on or about February 5, 1940, your Orator went to the office of Simon Silverberg to execute Deeds whereby the life estates would be created in the manner aforesaid, and your Orator executed three Deeds to the properties owned by him to a "straw party", the Defendant, Albert J. Curran, which said Deeds are annexed hereto, marked "Petitioner's Exhibits Four, Five and Six" and prayed to be taken as part hereof, and at that time the transaction was again explained to your Orator very briefly by the said Simon Silverberg, and your Orator was reassured that the Deeds from the "straw party" were as desired by him, to wit, reserving to him a life estate with full power to him of disposition of all property conveyed.

6. That your Orator remained in full possession and control of the properties so conveyed until June or July, 1941, when he was desirous of disposing of the Anne Arundel County property referred to in Petitioner's Exhibit Three, but was informed by his son, the Defendant, William G. Henkel, Jr., that he had no right to dispose of said property and that he, the said William G. Henkel, Jr., would not permit him to dispose of said property; that thereupon your Orator visited the said Simon Silverberg who at first informed him that the Defendant, William G. Henkel, Jr., was mistaken in his statement, but after securing the Deeds whereby Albert J. Curran reconveyed the properties to your Orator and the Defendants, William G. Henkel, Jr., and Margaret Rebecca Engel, advised your Orator that he had only a life estate without any power of disposition, all of which will appear more fully from the annexed Deeds, the first being marked "Petitioner's Exhibit Seven" and prayed to be taken as part hereof, dated February 5, 1940 and recorded among the Land Records of Baltimore City in Liber M. L. P. 6001, folio 599, whereby the property at 714 Grantley Street was conveyed by Albert J. Curran unto your Orator for life, without power of disposition, with remainder over to the Defendant, William G. Henkel, Jr.; the second being "Petitioner's Exhibit Eight" and prayed to be taken as part hereof, dated February 5, 1940 and recorded among the Land Records of Baltimore City in Liber M. L. P. 6001, folio 601, whereby the property at 1829 West North Avenue was conveyed by Albert J. Curran unto your Orator for life, without power of disposition, with remainder over to the Defendants, William G. Henkel, Jr. and Margaret Rebecca Engel; and the third being "Petitioner's Exhibit Nine" and prayed to be taken as part hereof dated February 5, 1940 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 2nd, No. 218, folio 492, whereby the property known as Lot No. 32 on Plat A of Pinehurst on the Bay, Anne Arundel County was conveyed by Albert J. Curran unto your Orator for life, without power of disposition, with remainder over to the Defendant, William G. Henkel,Jr.

7. That immediately upon discovering the erroneous manner in which the life estate had been created in himself, without reserving the power of disposition, your Orator attempted to secure the consent of his children, two of the Defendants for the sale of the property in Anne Arundel County for which he had secured a buyer, but after many talks he was unsuccessful in securing said consent and thereupon consulted an attorney whose many attempts to negotiate an amicable family settlement of the matter were unsuccessful, so that your Orator is without a remedy unless provided by this Honorable Court, your Orator being informed and therefore avers that he is entitled to a reformation of the Deeds filed herewith, marked "Petitioner's Exhibits Seven, Eight and Nine", or a concellation of the Deeds marked as Petitioner's

Exhibits four to nine inclusive, for fraud in the procurement as this Court may deem proper; your Crator being perfectly willing to permit title to the property to remain as at present, provided there is inserted in said Deeds a provision for full power in him to sell, lease, mortgage or otherwise dispose of any of said properties during the existence of his life estate, all in accordance with his expressed wishes and instructions and understanding at the time he signed the Deeds to the Defendant, Albert J. Curran, in order to enable the creation of said life estate with the reserved power of disposition.

WHEREFORE YOUR ORATOR PRAYS:

(1) That this Honorable Court may by its Decree reform the Deeds set forth in Petitioner's Exhibits Seven, Eight and Nine, by inserting therein a power in your Orator to sell, mortgage, lease or otherwise dispose of said properties, or in the alternative

(2) That this Honorable Court may by its Decree declare all of the Deeds set forth in Petitioner's Exhibits Four, Five, Six, Seven, Eight and Nine to be null and void and of no effect whatsoever because of fraud in the procurement thereof.

(3) For such other and further relief as the exigencies of his cause may require.

AND AS IN DUTY BOUND, etc.

Theo. R. McKeldin

M. Wm. Adelson

Solicitors for Orator

DECREE Filed 30" March 1943

WILLIAM G. HENKEL, SR.

vs.

WILLIAM G. HENKEL, Jr. MARGARET REBECCA ENGEL

and ALBERT J. CURRAN

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

The above entitled cause having come on for hearing, the proceedings having been read and considered, testimony taken and argument of counsel heard, it is this 30 day of March, 1943, by the Circuit Court of Baltimore City, ORDERED, ADJUDGED AND DECREED as follows:

1. That the Deed from Albert J. Curran, unmarried, to William G. Henkel, Sr., party of the second part, and William G. Henkel, Jr., party of the third part, dated February 5, 1940 and filed in these proceedings as "Petitioner's Exhibit 9", the same being recorded among the Land Records of Anne Arundel County in Liber J.H.H. 2nd, No. 218, folio 492, and covering Lot No. 32 on Plat A of Pinehurst on the Bay, Anne Arundel County, Maryland, be and the same is hereby reformed by the insertion of the following words in the granting and habendum clauses of said Deed immediately after the words "during the term of his natural life":

"with full power in the said William G. Henkel, Sr. during his lifetime to sell, mortgage, lease, or in any other manner and with or without consideration, to encumber or dispose of absolutely the property hereby conveyed or any interest therein, free, clear and discharged from any and all remainder or reversion, without any obligation on the part of any purchaser, mortgagee, or lessee to see to the application of any funds paid the said William G. Henkel, Sr., with the further right in the said William G. Henkel, Sr. to revoke this Deed by another Deed duly executed and recorded".

2. That the Deed from Albert J. Curran, unmarried, to William G.Henkel, Sr., party of the second part, and William G. Henkel, Jr. and Margaret Rebecca Engel, as joint tenants,

parties of the third part, dated February 5, 1940 and filed in these proceedings as "Petitioner's Exhibit 8", the same being recorded among the Land Records of Baltimore City in Liber M.L.P. 6001, folio 601, and covering property at 1829 West North Avenue, Baltimore, Maryland, described as follows:

"BEGINNING for the same at a point on the South side of North Avenue, one hundred and seventy-three feet, seven inches, Easterly from the Southeast corner of North Avenue and Monroe Street, and at the center of the partition wall there situate and running thence Easterly binding on the South side of North Avenue, Fourteen feet, five inches to the center of the partition wall there situate; thence Southerly through the center of said partition wall and parallel with Monroe Street ninety feet to the North side of a ten foot alley there laid out; thence Westerly binding on the North side of said alley with the use thereof in common, fourteen feet, five inches; and thence Northerly parallel with Monroe Street and through the center of the partition wall first herein mentioned, ninety feet to the place of beginning." be and the same is hereby reformed by the insertion of the following words in the granting and habendum clauses of said Deed immediately after the words "during the term of his natural life":

"with full power in the said William G. Henkel, Sr. during his lifetime to sell, mortgage, lease, or in any other manner and with or without consideration, to encumber or dispose of absolutely the property hereby conveyed or any interest therein, free, clear and discharged from any and all remainder or reversion, without any obligation on the part of any purchaser, mortgagee, or lessee to see to the application of any funds paid the said William G. Henkel, Sr., with the further right in the said William G. Henkel, Sr. to revoke this Deed by another Deed duly executed and recorded".

3. It appearing that the said William G. Henkel, Sr. is indebted unto the said William G. Henkel, Jr. for monies advanced, and it appearing to the Court that the parties have agreed upon settlement of said claim and all rights of appeal by any of the parties having been waived, it is further ORDERED, ADJUDGED AND DECREED that William G. Henkel, Sr. be and he is hereby required and directed to execute unto William G. Henkel, Jr., a Deed or Deeds conveying all interest which the said William G. Henkel, Sr. has in property 714 Grantley Street, Baltimore, Maryland unto the said William G. Henkel, Jr.; the said property 714 Grantley Street being more particularly referred to in "Petitioner's Exhibit 7", and being described as follows:

"BEGINNING for the same on the northwest side of Grantley Street, at the distance of fifteen feet northeasterly from the corner formed by the northwest side of Grantley Street and the northeast side of Eversley Street, which place of beginning is also designed to be at a point in a line with the centre of the partition wall there situate; and running thence northeasterly binding on the northwest side of Grantley Street twenty feet to a point in a line with the centre of the partition wall there situate; thence running northwesterly parallel with Eversley Street to and through the center of the partition wall last above mentioned, seventy-five feet to the southeast side of an alley ten feet wide there situate; thence running southwesterly binding on the southeast side of said alley, with the use thereof in common twenty feet to intersect a line drawn northwesterly parallel with Eversley Street through the center of the partition wall in this description first above mentioned; and running thence southeasterly reversing the said line so drawn and binding thereon, seventy-five feet to the place of beginning.

If the said William G. Henkel, Sr. shall not execute the aforesaid Deed or Deeds within five (5) days after presentation thereof, then, in that event, Hollen B. Hoffman be and he is hereby appointed Trustee to make said conveyance as fully and effectually as if executed by William G. Henkel, Sr.

And it is further ORDERED, ADJUDGED AND DECREED that the property at 1829 West North Avenue be and it is hereby impressed with a lien in favor of William G. Henkel, Jr. in the amount of Two Hundred and Fifty ($250.00) Dollars, which said lien shall be entered "Satisfied" upon payment of said sum by the said William G. Henkel, Jr.; otherwise, to remain in full force and effect, and if said payment be not made within sixty (60) days from the date of this Decree, the same may be enforceable by appropriate proceedings.

4. The Court hereby retains jurisdiction of the cause for the passage of any further orders which may be necessary to effectuate the purposes of this Decree.

5. It is further ORDERED that William G. Henkel, Jr. and William G. Henkel, Sr. each pay one-half the cost of these proceedings, except that each party shall bear the expense of any deposition cost incurred by him and same shall not be taxed as a part of the cost in the proceedings.

Edwin T. Dickerson

State of Maryland, City of Baltimore, ss:

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Bill of Complaint and 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 5th day of October A.D. 1943

(COURT SEAL) Henry J. Ripperger

Clerk

Filed Oct. 8th 1943.

In the Matter of the change of	:	No. 8558 Equity
name of	:	In the Circuit Court for
Viola Chatteron.	:	Anne Arundel County

Petition, affidavit, exhibit and order of Court thereon.

To the Honorable, the Judge of said Court:

The Petition of Viola Chatteron respectfully shows:-

1. That Your Petitioner is a citizen of the United States and has been a resident of the County of Anne Arundel throughout the span of her twenty-four years.

11. That Your Petitioner was raised since her infancy by Mr. John L. McKinney and Marie Mc.Kinney, his wife in the village of Eastport and was named and called Viola Mc.Kinney as far back as she can remember.

111. That Your Petitioner made application to the Chesapeake and Potomac Telephone Company for the position of an operator and has been advised to report for duty Monday next and bring with her, her birth certificate, which was necessary.

IV. That upon information given her by her foster mother she was able to procure her birth certificate, which is attached hereto and is prayed to be made a part and parcel here-

of as fully as though the same were written herein at length.

V. That to the utter surprise of Your Petitioner said birth certificate discloses that she is an illegitimate child whose surname is Chatteron and not Viola Mc.Kinney by which she has been known and under which name she applied for aforesaid position with the telephone Company.

VI. That Your Petitioner desires to immediately change her name from Viola Chatteron to the name under which she has been known for 24 years and especially does she desire this change to be made before accepting her position on Monday next so that the whole world may not know of the misfortune that befell her mother and which may cast a stigma upon her undeservedly because Your Petitioner makes oath to this petition that she has never been arrested during her life and that she has always conducted herself as a lady and has been respected as such by the community in which she resides.

VII Your Petitioner further respectfully requests this Honorable Court not to require an order of publication in connection with her petition for to do so would not only defeat the very purpose of desire to change her name but would likewise publish to the world the secret she desires most closely guarded.

VIII. That Your Petitioner has been advised by counsel that the Statute in such cases made and provided does not strictly require an order of publication but states that her name can be changed by order of this Honorable Court "upon being satisfied in such manner as it shall by its rules prescribe, that the prayer of the said petitioner shall be granted." moreover Your Petitioner has further been advised by counsel, George B. Woelfel that he can find no rule of this Honorable Court making it mandatory for the Court to direct such an order of publication.

WHEREFORE YOUR PETITIONER PRAYS:

(1) That an Order may be passed by this Honorable Court changing the name of Your Petitioner from Viola Chatteron to Viola Mc.Kinney.

(2) That Your Petitioner may have such other and further relief as her case may require.

And as in duty bound, etc.

George B. Woelfel
Solicitor for Petitioner.

Miss Viola Chatteron
Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 2nd day of October 1943 before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Viola Chatteron, who 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.

Filed Oct. 2nd 1943

ORDER OF COURT

Upon the aforegoing Petition and affidavit together with the exhibit;

It is this 2nd day of October 1943 by the Circuit Court for Anne Arundel County, Adjudged, Ordered and Decreed that the Prayer in the Petition be granted and that the Petitioners name be

and the same is hereby declared to be Vicla Mc.Kinney, in the place and stead of Vicla Chatteron.

And it is further Ordered by the authority aforesaid that the Petitioner pay the costs of these proceedings.

Ridgely P. Mdlvin
Chief Judge.

Filed Oct. 2" 1943

No. 22382 BALTIMORE CITY HEALTH DEPARTMENT

CERTIFICATE OF LIVE BIRTH Registered No. B69911

Oct. 6 1943

1. Place of Birth: West End Mty. Hospital

2 Usual Residence of Mother
State Md.
City or town Baltimore
1835 Ramsy St.

3. Full name of child ___Chatteron

4. Date of birth March 1, 1919

5. Sex: Female

8. Hour of birth 9.30 P.M.

Father of child

9. Full name George Kelley

10. Color or race White

11. Age at time of birth 23 yrs

12. Birthplace New York

13. Usual occupation Midshipman

(a) How many other children of this mother are now living? 0

Mother of child

15. Full maiden name Ida Chatteron

16. Color or race white.

17. Age at time of this birth 20 yrs.

18. Birthplace Philadelphia, Pa.

19. Usual occupation Housework

24. Date rec'd by local registrar Mar. 5 1919 (Signed) G. E. Seal M.D.

25. Signed John D. Blake, M.D. Registrar Address West End Mty. Hospital

Issued by Huntington Williams, M.D. Registrar of Vital Statistics. Per L. Whitney

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INEZ PARKER BARRETT LANGE and	:	No. 8485 Equity
GEORGE M. LANGE, her husband	:	In the Circuit Court
Vs.	:	for
IDA BARRETT SWYGERT and BRIGHT SWYGERT, her husband MELISSA BARETT KOON and WILLIAM KOON, her husband, ROCKSY BARRETT POWELL and RUFUS POWELL: her husband MAGGIE BARRETT GIBBS, and WILLIAM GIBBS, HER HUSBAND, HENRY C. BARRETT and LULA BARRETT, his wife, and MATTIE BARRETT, Single	:	Anne Arundel County

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Inez Parker Barrett Lange and George M. Lange, her husband, complaining, says:

1. That on or about the 21st day of December, 1940, Frettie C. Barrett, then the husband of your complainant, Inez Parker Barrett Lange, departed this life, intestate, possess-

ed of a valuable parcel of real estate located in the Seventh Election District of Anne Arundel County, near Rock_Hold Creek, which said property was conveyed to the aforesaid Frettie C. Barrett, by deed dated the 21st day of December, 1936 from Marcellus Windsor, Jr., and wife, which-said deed is recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 159, folio 40, a certified copy of which is filed herewith and prayed to be taken as a part hereof, and marked "Plaintiffs' Exhibit No. 1", and further more accurately described in a confirmatory deed dated October 10, 1939, from the said Marcellus Windsor and wife, and recorded among the aforesaid land records in Liber J.H.H. No. 206, folio 422.

2. That the said Frettie C. Barrett at the time of his death left surviving him the following as his only heirs at law:

a. Inez Parker Barrett, his wife, who has since intermarried with George M. Lange.

b. A sister, Ida Barrett, who has intermarried with Bright Swygert.

c. A sister, Mellissa Barrett Koon, who has intermarried with William Koon.

d. A sister, Brooksy Barrett, who has intermarried with Rufus Powell.

e. A sister, Mattie Barrett, who has intermarried with William Gibbs.

f. A brother, Henry C. Barrett, who intermarried with Lula Barrett.

g. A sister, Mattie Barrett, Single.

3. That the real estate mentioned herein is not susceptible of Partition in Kind between the heirs at law of the said Frettie C. Barrett, deceased, nor can it be divided among those in interest without material loss or injury, and that a sale thereof is necessary for the best interest and advantage of all the parties interested in order that the proceeds thereof may be divided among the said parties in proportion to their respective interest.

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

5. That the defendants are all non-residents of the State of Maryland and reside in the State of South Carolina.

TO THE END, THEREFORE, YOUR Petitioners pray:

1. That this Honorable Court pass a decree for the sale of the property herein mentioned, and that the money arising from such sale be divided among the parties according to their respective interest and right.

2. That a Trustee be appointed to convey the property to the purchaser or purchasers thereof upon ratification of the sale.

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

May it please this Honorable Court to grant unto Your Orators an order of publication giving notice to:

Ida Barrett Swygert and Bright Swygert, her husband 228 Sacc Street, South Carolina
Mellisa Barrett Koon and William Koon, her husband R. F. D.,Chapin, South Carolina
Brooksy Barrett Powell and Rufus Powell, her husband Abbeville, South Carolina
Maggie B. Gibbs and William Gibbs, her husband Lexington, South Carolina
Henry C. Barrett and Lula Barrett, his wife, Lexington, South Carolina
Mattie Barrett, Single c/O State Hospital, Columbia, South Carolina
and to further unknown heirs of the said Frettie C. Barrett, deceased, of the object and sub-

ject of this Bill authorizing them to be and appear in this Court in person or by their solicitors on or before a certain day to be named therein, to show cause, if any they have, why the decree ought not be passed as prayed.

Louis M. Strauss
Solicitor for Complainants

Inez Parker Barrett Lange
George M. Lange by Inez Lange_Power of Attorney Complainants.

State of Maryland County of Prince George's ss:, to-wit:

I HEREBY CERTIFY, that on this 23rd day of February, 1943, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Inez Parker Barrett Lange, and made oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true to the best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)
My Commission expires, May 3rd, 1943

Thos. D. Griffith
Notary Public Md.

Louis M. Strauss, Solicitor
Professional Building Annapolis, Maryland

Inez Parker Barrett Lange and George M. Lange, her husband
vs.
Ida Barrett Swygert and Bright Swygert, her husband, et al

No. 8485 Equity
In the Circuit Court for
Anne Arundel County

The object of this Bill of Complaint is to have a trustee or trustees appointed to sell the property in these proceedings mentioned, and that the proceeds of said sale be distributed under jurisdiction of this Court.

// The bill recites that Frettie C. Barrett died intestate on December 21, 1940 in Anne Arundel County, State of Maryland, and that he left surviving him and the following are the present heirs-at-law of the said Frettie C. Barrett, decedent: Inez Parker Barrett, his wife, who has since intermarried with George M. Lange; Ida Barrett, his sister, who has intermarried with Bright Swygert, of 228 Sacc Street, South Carolina; Mellisa Barrett, a sister, who has intermarried with William Koon, of Chapin, R. F. D., South Carolina; Brooksy Barrett, a sister, who has intermarried with Rufus Powell, Abbeville South Carolina; Maggie Barrett, a sister, who has intermarried with William Gibbs, of Lexington, South Carolina; Henry C. Barrett, a brother, who has intermarried with Lula Barrett, of Lexington, South Carolina; Mattie Barrett, Single, c/o State Hospital, Columbia, South Carolina; and that all of the above persons are living and of sound mind and over the age of 21 years; that the said Frettie C. Barrett died seized and possessed of the following fee simple property situated in Anne Arundel County, State of Maryland, as surveyed by Edward Hall, Jr., Surveyor, in September, 1939, and more particularly described in a deed from Marcellus Windsor and wife to the said Frettie C. Barrett, dated the 21st day of December, 1936, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 159, folio 40, a description of which property will fully appear upon examination of the "Plaintiffs' Exhibit No. 1" filed in these proceedings, and more accurately described in a confirmatory deed dated October 10, 1939, from the said Marcellus Windsor and wife, and recorded among the aforesaid land records in Liber J.H.H. No. 206, folio 422 ; and that your orators believe that all persons who may be entitled to any interest in the aforesaid fee simple property are all

parties defendant to this cause of action but there may be other persons unknown to your orators, who may be residents or non residents of the State of Maryland, or who may otherwise have or claim to have an interest contingent or vested in the aforementioned fee simple property, and, therefore, this order of publication in the form of the statute therefor provided; that the aforesaid fee simple property is not divisible in kind between the heirs at law of the said Frettie C. Barrett, decedent, and that there is only one piece of property as above set forth involved, which is located in Anne Arundel County, Maryland, aforesaid.

It is thereupon ordered by the Circuit Court of Anne Arundel County on this 25" day of February, 1943, that the complainants aforementioned by causing a copy of this order to be inserted in some newspaper in Anne Arundel County once a week in each of four successive weeks before the 29" day of March, 1943, give notice to the absent defendants, Ida Barrett Swygert and Bright Seygert, her husband, Mellisa Barrett Koon and William Koon, her husband, Brooksy Barrett Powell and Rufus Powell, her husband, Maggie Barrett Gibbs and William Gibbs, her husband, Henry C. Barrett and Lula Barrett, his wife, and Mattie Barrett, Single, non residents of the State of Maryland and any and all other persons whether residents or non residents of the State of Maryland being or claiming to be heirs at law of Frettie C. Barrett, deceased, or otherwise claiming to be entitled to an interest in said fee simple property mentioned and described in the above bill of complaint, warning them and each of them to be and appear in the Court in person or by solicitor on or before the 13" day of April, 1943, to answer the premises and show cause, if any they may have, why a decree should not be passed as prayed.

John H. Hopkins, 3rd. Clerk.

Filed Feby. 25" 1942

Certificate of Publication Annapolis, Md., March 31, 1943

We hereby certify,that the annexed Order of Publication - No. 8485 Equity - Inez Parker Barrett Lange versus Ida Barrett Swygert was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of April, 1943. The first insertion being made the 4 day of March, 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By Florence Ossry

Filed April 16th 1943

PLAINTIFFS' EXHIBIT"No. 1"

(INT. REV. STAMP .50¢)

THIS DEED made this 21st day of December, 1936, by and between Marcellus Windsor, Jr. and Lena Windsor, his wife, of Anne Arundel County, State of Maryland, parties of the first part, and F. C. Barrett, of Washington, District of Columbia, party of the second part.

WITNESSETH, that in consideration of the sum of One Dollar, and other good and valuable considerations, the receipt of which is hereby a_cknowledged, the said parties of the first part do grant and convey unto the said party of the second part, his heirs and assigns, in fee simple.

All that lot or parcel of ground, situate, lying and being in the State of Maryland, County of Anne Arundel, and described as follows:

BEGINNING for the said lot or parcel of ground at a post standing on the east side of the County road leading from Deale Post Office via Rockhold Creek Bridge to Sudley and 52.5

feet Southerly from a stone a corner boundary of the lands of Percy Marshall and now a straight line Easterly - to a post on Rockhold Creek standing 555 feet North Easterly from a stone on said Creek a corner boundary of the lands of Mrs. Susan Crandell, thence with said Creek North 48 Degrees 30 Minutes East 50 feet to a Locust stump, thence leave said Creek and run a straight line Westerly -to a post on the east side of said County Road, thence with the east side of said road South 8 degrees 15 Minutes West 27.5 feet to the place of beginning. Containing one half (½) acre of land, more or less, the same being Lot #18 on plat made by George Shepard, Surveyor.

BEING the same property which was conveyed to Marcellus Windsor, Jr. By George W.M. Windsor and Hattie L. Windsor, his wife, by deed dated the 19th day of November, 1931, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 95 folio 43.

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 F. O. Barrett, his heirs and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed that they will warrant specially the property granted; and that they will execute such further assurances of the same as may be requisite. Witness the hands and seals of the said Grantors.

TEST:

Rose M. Harman.

Marcellus Windsor, Jr. (Seal)

Lena Windsor (Seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 21st day of December, 1936, before me, the subscriber, a Notary Public of the State of Maryland, County aforesaid, personally appeared Marcellus Windsor, Jr. and Lean Windsor his wife, and they acknowledged the aforegoing deed to be their act.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Rose M. Harman

Notary Public.

Recorded December 21, 1936 at 12:20 P.M.

State of Maryland, Anne Arundel County. Set:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber F.A. M. No. 159, folio 40, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the of the Circuit Court for Anne Arundel County, this 8th day of February, A. D. 1943.

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

Filed Feby. 25" 1943.

Inez Parker Barrett Lange, et al
vs.
Ida Barrett Swygert, et al

No. 8485 Equity
In the Circuit Court for
Anne Arundel County

Petition for Decree Pro Confesso and Court Order thereon April 19, 1943

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Defendants having been duly notified by Order of Publication to appear to the Bill of Complaint and having failed to appear thereto according to the exigency of the said Order, and further there they have not appeared in person or by counsel in answer according to the exigency of the Order of Publication, your Petitioners pray this Court for a Decree Pro Confesso and leave to take testimony in support of the Bill of Complaint before one of the Standing Examiners of this Court.

Louis M. Strauss
Solicitor for Petitioners

Filed April 16" 1943

IT IS this 19th day of April, 1943, by the Circuit Court for Anne Arundel County in Equity ADJUDGED, ORDERED AND DECREED that the Complainant is entitled to the relief from the premises and that the Bill of Complaint be and is hereby taken pro confesso against the Defendant, but because it does not certainly appear to what relief the Plaintiffs are entitled, it is further adjudged and ordered that leave be granted to the Plaintiffs to take testimony before one of the Standing Examiners of this Court in support of the allegations in the Bill of Complaint.

Ridgely P. Melvin C.J.

Filed April 19" 1943

Testimony on behalf of the Petitioner, May 22nd, 1943, and Exhibits.

PRESENT:-

Mr. Louis M. Strauss, Solicitor for Plaintiffs.

Decree Pro Confesso, April 19th, 1943.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

Inez Parker Barrett Lange, ---------- 2 to 3

Carl S. Thomas, ---------- 4 to 5

Inez Parker Barrett Lange, the Plaintiff, being first duly aworn, deposes and says:-

(Strauss)

1. State your full name and address?

A. Inez Parker Barrett Lange, Stuart Road, Forestville, Prince George County, Maryland.

2. Are you intermarried with George M. Lange?

A. That's right.

3. Were you married prior to your present marriage, and if so, to whom?

A. Yes I was to Frettie C. Barrett.

4. Is Frettie C. Barrett living or dead?

A. He is dead, he died December 21st, 1940.

5. Are you familiar with the property acquired by Frettie C. Barrett by deed dated December 21st 1936, copy of which is filed herein as Plaintiff's Exhibit No. 1 in this case?

A. Yes.

6. And that same lot was again described in the Confirmatory deed dated October 10th, 1939 which was filed here as Examiner's Exhibit B?

A. Yes, I am familiar with the lot.

-----Plaintiff's Exh. No. 1 filed now as Exam. Exh. A.

7. What kind of a lot is it?

A. It is an unimproved lot.

8. When Mr. Barrett died you were his lawfully wedded wife at the time?

A. Yes.

9. In addition to yourself what heirs at law survived him?

A. The following his brothers and sisters:- Ida Barrett wife of Bright Swygert Melissa Barrett Koon, wife of William Koon, Brocksy Barrett wife of Rufus Powell Maggie Barrett the wife of William Gibbs Henry C. Barrett whose wife is Lula Barrett, Mattie Barrett, single.

10. Are all of these heirs you have just mentioned adults all over the age of 21 years?

A. Yes.

11. To your knowledge are they all alive at the present time?

A. Yes.

12. Do they all reside in the State of Maryland or without the State of Maryland?

A. All in the State of South Carolina.

13. And yourself and those are the only and sole heirs at law of Frettie C. Barrett?

A. That's right.

14. This lot of ground referred to in the deeds filed herein as Examiner's Exhibits A and B, is that lot of ground, in your opinion, susceptible of division in kind without injury to the heirs at law?

A. No, it could not be divided.

15. What, in your opinion, would be the best way to divide it?

A. To have it sold and the proceeds divided.

16. What, in your opinion, would be the value of the two lots?

A. About $200 as it is unimproved.

17. Did you sell another lot in connection with this one?

A. Yes, in a way, it was to be sold, that was the larger lot.

18. What was the contemplated price for both lots?

A. $700 for the two, one lot without the other is not of any great value.

19. You have married since Mr. Barrett's death to George M. Lange?

A. Yes.

20. And your husband is one of the Plaintiffs in this case?

A. That's right.

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

A. No.

Inez Parker Barrett Lange

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

(Strauss)

1. State your name, address and occupation?

A . Carl S. Thomas, Annapolis, Maryland; real estate business for four years.

2. Did you have occasion at my request, to examine lots in the 7th Election District of Anne Arundel County near Deale on Rock Hold Creek?

A. Yes.

3. Will you describe this lot?

A. It is an unimproved lot, and according to the survey 27½ feet on the County Road leading from Sudley to Deale and facing Rock Hold Creek being 596.45 feet from Rock Hold Creek to the County Road on one side, and 50 feet on Rock Hold Creek, and the other side 559 feet to the Sudley-Deale County Road.

4. Is that the description of the property mentioned in the deed filed in this case, being the Confirmatory deed which is filed as Plaintiff's Examiner's Exhibit B, being deed dated October, 1939 from Marcellus Windsor, Jr. and George W. M. Windsor and Hattie L. Windsor, his wife, to Frettie C. Barrett and Inez Parker Barrett, his wife?

A. Yes.

A. Yes.

5. Are you familiar with values of property in this locality?

A. Yes.

6. Have you had occasion recently to sell property in that location?

A. Yes, and appraise for the Federal Government and sold for private parties.

7. What, in your opinion, is a fair, market value of this lot of ground, not looking to a forced sale?

A. $200.

8. In your opinion, is this lot of ground susceptible of division in kind without injury to the parties having in mind that there are twelve heirs to this property?

A. It could not be divided.

9. What, in your opinion, would be the best method of distributing this property to those entitled?

A. Through sale and distribution of the proceeds.

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

A. No.

Carl S. Thomas

There being no other witnesses present 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 5th day of June, 1943.

Jno. S. Strahorn (SEAL)

Examiner.

Filed June 5" 1943.

(NO STAMPS REQUIRED)

THIS CONFIRMATORY DEED, Made this 10th day of October, 1939, by and between Marcellus Windsor, Jr. and Lena Windsor, his wife, and George W. M. Windsor and Hattie L. Windsor, his wife, parties of the first part and Frettie C. Barrett and Inez Parker Barrett, his wife, parties of the second part.

WHEREAS, by deed dated the 21 day of December, 1936, the said parties of the second part

acquired a lot of ground in the Seventh Election District of Anne Arundel County from Marcellus Windsor, Jr. and Lena Windsor, his wife, whose predecessors in title were George W. M.Windsor and Hattie L. Windsor, his wife, and whereas a survey has been made of the aforesaid lot of ground to better describe by metes and bounds the outlines of the aforesaid parcel of ground; therefor to better describe the intended parcel of ground and to insure the merchantability of the title thereto this deed is executed.

NOW, THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt whereof is acknowledged, the said parties of the first part do hereby grant and convey unto the said parties of the second part, as tenants by the entirety, their assigns, survivor of them, and the heirs and assigns of such survivor, in fee simple.

ALL that lot of ground situated in the Seventh Election District of Anne Arundel County, and described as follows:

BEGINNING for the same at a locust stump on the shore line of Rock hold Creek which point of beginning is at the end of the 2nd line of the conveyance from Marcellus Windsor and wife to F. O. Barrett by deed dated Dec. 21, 1936 as recorded in F. A. M. 159, folio 40 etc. thence with the 3rd line of said conveyance North 87 degrees 37 minutes West 596.45 feet to a pipe set on the east side of the County Road from Deale to Sudley P. O. which pipe is distant South 6 degrees 58 minutes West 25.0 feet from a pipe set on said side of the County Road at the end of the 1st line of the conveyance from George W. M. Windsor and wife to W. Percey Marshall by deed dated October 31, 1927 and recorded in F. S. R. 31, folio 342, etc. and is South 6 degrees 58 minutes West 83.08 feet from a large boundary stone at the beginning of said conveyance to Percey Marshall thence with the said side of the County Road South 6 degrees 58 minutes 27.5 feet to a pipe set on said side of said road a boundary of the conveyance from George W. M. Windsor to C. Buchanan Windsor by deed dated November 19, 1931 and recorded in F.S.R. 106, folio 63 etc. thence with the 3rd line of said C. Buchanan Windsor lot South 86 degrees 58 minutes East 559.0 feet to a pipe set South 49 degrees 00 minutes West 50.0 feet from the beginning. Thence South 86 degrees 58 minutes East 26.6 feet to a pipe on the shore line of Rockhold Creek thence, with the shore line of said Creek in a northerly direction 37.5 feet to the beginning as surveyed by Edward Hall, Jr. County Surveyor in September 1939. All as shown by the attached plat showing the survey by the aforesaid Edward Hall, Jr., which said plat is intended to be recorded herewith.

BEING the same lot of ground heretofore described in a deed from Marcellus Windsor, Jr. and wife to the said Frettie O. Barrett by deed dated the 21st day of December, 1936, and recorded among the Land Records of Anne Arundel County in F. A. M. 159, folio 40.

TOGETHER with the rights, ways, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said parcel of land unto and to the use of the said Frettie O. Barrett and Inez Parker Barrett, his wife, as tenants by the entirety, their assigns, the survivor of them, and the heirs and assigns of such survivor, in fee-simple.

AND the said parties of the first part hereby covenant that they will warrant specially the property hereby granted, and conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said grantors.

WITNESS: Marcellus Windsor Jr. (SEAL)

Roberta C. Rogers Lena Windsor (SEAL)

George W. M. Windsor (SEAL)

Hattie L. Windsor (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 10th day of October, 1939, before me, the subscriber, a Notary Public of the State of Maryland and County aforesaid, personally appeared George W. M. Windsor, and Hattie L. Windsor, his wife, and they acknowledged the foregoing deed to be their act. WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Roberta C. Rogers

Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 16 day of October, 1939, before me, the subscriber, a Notary Public of the State of Maryland and County aforesaid, personally appeared Marcellus Windsor, Jr. and Lena Windsor his wife, and they acknowledged the foregoing deed to be their act.

WITNESS my hand and Notarial Seal.

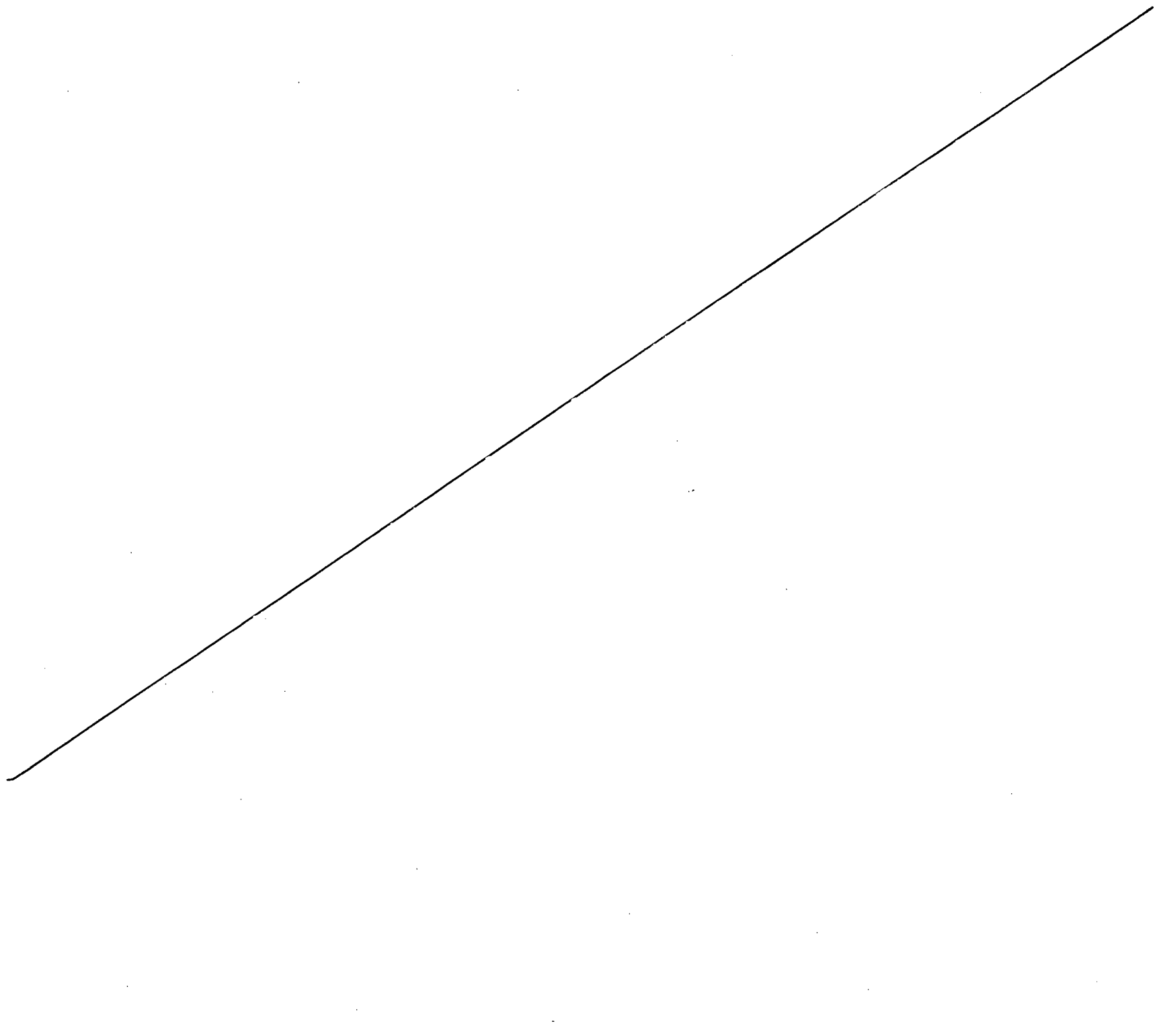
(NOTARIAL SEAL) Jeanette Meiser

Notary Public

Filed June 5" 1943.

PLAT.

Note: See Plat in No. 206 folio 422 etc. Land Records J.H.H.



DECREE June 11, 1943

The above cause standing ready for hearing, and being submitted the proceedings were by the Court, read and considered, and it appearing that a sale of the property mentioned in the proceedings in this cause, would be advantageous to all persons concerned, it is thereupon this 11th day of June, 1943, ADJUDGED, ORDERED, AND DECREED by the Circuit Court for Anne Arundel County (in Equity) that the property mentioned in these proceedings be sold; and that Louis M. Strauss be and he is hereby appointed Trustee, to make sale thereof, and that the course and manner of his proceedings shall be as follows:- He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court or Clerk thereof, in penalty of Five hundred dollars ($500.00) conditioned for the faithful performance of the trust reposed in him by any future Decree or Order in the Premises; he shall proceed to make said sale, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers published in the County aforesaid as he shall think proper, of the time, place, manner, and terms of sale, which terms shall be:- Require a deposit of at least ten percent of the amount of the sale, on account of the purchase money on the day of sale, and as soon as may be convenient after such sale, the said Trustee shall return to this Court a full and particular account of the proceedings relative to such sale, with an annexed affidavit of the truth thereof and 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 Trustee by good and sufficient deed, to be executed, acknowledged, and recorded according to law convey to the purchaser or purchasers, his, her, or their heirs the property and estate to him, her or them sold, free, clear, and discharged from all claims of the parties hereto, plaintiffs and defendants and those claiming by, from or under them or either of them; and said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court after deducting the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention, and attention, and fidelity wherewith he shall appear to have discharged his trust.

Ridgely P. Melvin C.J.

Filed June 11" 1943.

Bond --Filed & Approved this 7" day of July 1943. John H. Hopkins, 3rd., Clerk.

EAGLE INDEMNITY COMPANY

KNOW ALL MEN BY THESE PRESENTS, That We, Louis M. Strauss, Trustee as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N.Y. a corporation of the State of New York, and duly authorized to transact business in the State of Maryland as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Hundred Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 7th day of July, Nineteen Hundred and forty-three

WHEREAS, by a decree passed by the Circuit Court dated June 11, 1943, passed in a cause entitled Inez Parker Lange and husband vs. Ida Barrett Swygert, et al, Equity No. 8485. the said Louis Strauss, Trustee, is authorized and empowered to make sale of the property de-

scribed in said decree, and the said Louis M. Strauss, Trustee, is about to execute said power and make sale of the property described as aforesaid in said decree.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Louis M. Strauss, Trustee, do and shall well and faithfully abide by and fulill any order or decree which shall be made by any Court of Equity in relation to the sale of such property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness: Louis M. Strauss (SEAL)

Lina J. Harper (CORPORATE SEAL) EAGLE INDEMNITY COMPANY

By: Benjamin Michaelson

Attorney-in-fact.

Filed July 7" 1943.

Inez Parker Lange, et al — No. 8485 Equity

vs. — In the Circuit Court for

Ida Barrett Swygert, et al — Anne Arundel County

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Louis M. Strauss, Trustee, appointed by a decree of this Court passed in the above entitled cause, dated the 11th day of June, 1943, 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 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 Evening Capital, a newspaper published in Anne Arundel County, Maryland for at least three successive weeks beofre the day of sale, they did pursuant to said notice attend at the Court House Door of Annapolis, Maryland on the 7th day of July, 1943, at 11:00 A.M., and then and there proceeded to sell said property mentioned in these proceedings at public sale to the highest bidder the said property being described as follows:

All those lot of ground facing Rockhold Creek, near Deale, in Anne Arundel County, Maryland, in the Seventh Election District. More particularly described in a deed dated the 21st day of December, 1936 from Marcellus Windsor, Jr., and wife, which said deed is recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 159, folio 40, and more accurately described in a confirmatory deed dated October 10, 1939, from the said Marcellus Windsor and wife, and recorded among the aforesaid land records in Liber J.H.H. No. 206, folio 422.

And your said Trustees sold the above described property to Richard D. Davis for the sum of Two Hundred Dollars ($200.00) he being the highest bidder therefor.

Respectfully submitted,

Louis M. Strauss, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 7th day of July, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Louis M. Strauss, Trustee named in the above report of sale, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and

belief, and that the sale therein reported was fairly made.

WITNESS MY HAND AND NOTARIAL SEAL.

(NOTARIAL SEAL) Rose Marie Reich

Notary Public

ORDER NISI.

Ordered, this 7th day of July, 1943, That the sale of the property menticned in these proceedings made and reported by Louis M. Strauss, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th., day of August next.

The report states that the amount of sales to be $200.00

John H. Hopkins, 3rd., Clerk.

Filed July 7" 1943

Certificate of Publication Annapolis, Md., July 24, 1943

We hereby certify that the annexed Order Nisi - Sale Equity 8485 - Inez Parker Lange was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 7th day of August, 1943. The first insertion being made the 9th day of July, 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

Filed Aug. 9" 1943

ORDERED BY THE COURT, This 9th day of August, 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 Aug. 9" 1943.

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. Inez Parker Barrett Lange and husband, vs. Ida Barrett Swygert and husband, et al in ac. with Louis M. Strauss, Trustee.

To Trustee for Commissions	$ 14.00	$
To Trustee for fee (Order of 9/4/43)	25.00	39.00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	19.70	
Auditor	4.50	34.20

To Trustee for Expenses, viz:			$
Capital-Gazette Press - advertising order of publication	$ 58.00		
Capital-Gazette Press - advertising sale order nisi on	19.50		
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		
Carl S. Thomas - appraisal and testimony	10.00		
Wm. B. Elliott - auctioneer	10.00		
John S. Strahorn - examiner	8.00		
Juliet D. Strahorn - stenographer	4.00		
Clerk of Court - certified copy	1.25		
Rose M. Reich - notary fee	.50		
M. M. Gilmore - notary fee	.50		131.75
To Trustee for Taxes, viz:			
1942 State & County taxes	3.42		
1943 State & County taxes (adj.)	.65	4.07	
		$209.02	
Cr. July 7 1943 Proceeds of Sale			$200.00
OVERPAYMENT BY TRUSTEE			9.02
			$209.02

ORDER NISI.

ORDERED, This 16th., day of September, 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 18th., 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 18th., day of October next.

Filed Sept. 16th., 1943. John H.Hopkins, 3rd. Clerk.

Certificate of Publication Annapolis, Md. Feb. 8, 1944

We hereby certify, that the annexed Order Nisi - Eq. 8485 - Inez Parker B. Lange vs. Ida Barrett Swygert & husband was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of Oct. 1943. The first insertion being made the 17th day of Sept. 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By I. S.

In the Circuit Court for Anne Arundel County

Ordered by the Court, this 10th day of February, 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 Feby. 10" 1944

Warren Hazard and Janie Hazard, his wife,	:	No. 8402 Equity.
Plaintiffs.	:	In the Circuit Court
Vs.	:	
John Hazard and Elizabeth Hazard, his wife,	:	
Noah Hazard and Lena Hazard, his wife, George	:	for
Hazard, single, Harry Hazard and Sonia Hazard,	:	
his wife, Ida Naylor and Irvin Naylor, her	:	
husband, Jennie Styler and Albert Styler, her	:	
husband, and Katherine Russell, unmarried,	:	Anne Arundel County.
Defendants.	:	

BILL OF COMPLAINT.

To the Honorable, the Judges of said Court:

Your orators, complaining, say:

1. That your orator, Warren Hazard, is a son, and one of the heirs-at-law and next of kin of John Frank Hazard or Francis Hazard, who departed this life intestate on June 19, 1925, and Jennie Hazard, his wife, who departed this life testate, on August 21, 1940.

2. That, during his lifetime, the said John Frank Hazard acquired a leasehold title to a two acre parcel of ground at Galesville, Anne Arundel County, said parcel of land being the same property described in a lease from Emile Lerch and Sophie Lerch to Francis Hazard dated January 2, 1886, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 27, folio 404, a certified copy of which lease is filed herewith as a part hereof, marked Plaintiffs' Exhibit A; the fee simple title to which two acres subsequently became vested in Oscar E. Lerch by a deed from Sophie A. Lucas, et al to him, dated February 1, 1908, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 60, folio 104, a certified copy of which is filed herewith as a part hereof, marked Plaintiffs' Exhibit B; that also during their lives, the said John F. Hazard and Jennie Hazard acquired the fee simple title to one acre of land, being a part of the aforesaid two acre leasehold tract of land, situated at Galesville, and being the same one acre tract conveyed to the said John F. Hazard and Jennie Hazard by Oscar Lerch, single, by deed dated April 30, 1915, and recorded among the aforesaid Land Records in Liber G.W. No. 117, folio 393; a certified copy of which is filed herewith as a part hereof marked Plaintiffs' Exhibit C; and that at the time of their respective deaths, the said decedents were seized and possessed of the aforesaid property.

3. That, at the time of his death, the said John F. Hazard, or Francis Hazard, was survived by his widow, Jennie Hazard, and the following children; Warren Hazard, Noah Hazard, John Hazard, Harry Hazard, unmarried, Emma Crosby, widow, Hazel Hazard, single, Pearl Roberts, widow, and George Hazard; and at the time of her death, the said Jennie Hazard left surviving her as her heirs-at-law the following children and grandchildren: John Hazard, who married Elizabeth Hazard, Warren Hazard, who married Janie Hazard, Noah Hazard, who married Lena Hazard, Harry Hazard, who married Sonia Hazard, George Hazard, single, Katherine Russell, divorced, and Ida Naylor, daughters of Pearl Roberts, widow, who died intestate, November 16, 1937, and Jennie Styler, daughter of Emma Crosby, widow, who died intestate February, 19, 1933; that Hazel Hazard, single, died intestate on April 3, 1938; that Ida Naylor married Irvin Naylor, and now lives at Stevenson, Baltimore County, Maryland, and Jennie

Styler married Albert Styler, and now lives in Norfolk, Virginia.

4. That the said Jennie Hazard, by her last Will and Testament, duly admitted to probate in the Orphans Court for Anne Arundel County, devised her interest in the aforesaid property to her surviving heirs, as will appear by reference to the certified copy of said Last Will and Testament filed herewith as a part hereof, marked Plaintiffs' Exhibit D.

5. That, at the time of the death of both John F. Hazard or Frank Hazard, and Jennie Hazard, both of said decedents and also their children believed that they owned the fee simple title to not merely the one acre of land hereinbefore referred to, but also the other acre which was a part of the two acres originally leased to Francis Hazard as hereinbefore mentioned.

6. That, since 1915, the said John F. Hazard and Jennie Hazard, up to the time of their deaths, and since then the surviving heirs at law, likewise, have been in continuous, open, hostile, exclusive and notorious possession of the one acre of land, the fee simple title to which they had not acquired by deed, and they occupied and used the same free and clear of any claims or demands for rent, as completely and uninterruptedly as if they had acquired title to it by deed in 1915, and further in 1915, they built a new house on this particular one acre after the previous dwelling house had been destroyed by fire, and they continued to live in the new house as their home, without paying any rent, or without any demands being made upon them for payment of rent from that time on; that all taxes on said property and the improvements thereon have been paid by said decedents, and more recently by their son, Warren Hazard, since 1915.

7. That since your orators have discovered this legal defect in the title to this particular one acre, they have, through their attorney, Benjamin Michaelson, obtained a deed in fee simple from Oscar E. Lerch and wife, (in whom there might be some technical outstanding fee simple title, as against the apparent title by adverse possession), to the surviving heirs-at-law of their parents, so as to vest in them any alleged outstanding fee simple title or interest which the said Oscar E. Lerch might claim, said deed being dated August 3, 1942, and recorded among the Land Records aforesaid, a certified copy of which is filed herewith as a part hereof, marked Plaintiffs' Exhibit E.

8. That your Orator, the said Warren Hazard, at the request of his father and mother, and because of their financial inability to do so, beginning in 1925 and continuing until their death, helped to pay and did pay in part or entirely taxes, fire insurance, repairs and other expenses in connection with said property for the benefit of his father, and after his death in 1925, for his mother, and that his mother, in her will, recognized this indebtedness and directed that your orator be paid this indebtedness due him, over and above his share or interest in said property; and that at the time of her death, there was due and owing to him, and there is still due and owing to him the sum of Thirty-three Hundred and Seventy-Five Dollars and Twenty-seven cents ($3375.27) for expenditures made by him pursuant to his agreement with his father, John F. Hazard, and his mother, Jennie Hazard; that, in addition to this item of indebtedness, there are several other bills owing by the said Jennie Hazard.

9. That there are no liquid assets in the estate of the late Jennie Hazard, and the only source from which the aforesaid claims and indebtedness can be paid is from the sale of the real estate mentioned in this cause.

10. That, under these circumstances it is essential and necessary, and to the best interest and advantage of all concerned, that said real estate be sold and that the proceeds there-

from be applied to the payment of the indebtedness due to your orator, the said Warren Hazard, and to the payment of the other creditors, after the payment of all costs, inheritance taxes and other proper expenses, and the remainder to be distributed to the parties to this suit, under the direction of this Court, as their interests may appear.

11. That, in view of the fact that three of the heirs-at-law, namely, Emma Crosby, widow, Pearl Roberts, widow, and Hazel Hazard, single, and John F. Hazard also, all died intestate, and no letters of administration were taken out on their estates, notice to creditors should be ordered, by the Court, giving notice to any creditors of said intestates, to file claims if any they may have, against the proceeds that may be due the heirs of said decedents, within some definite time to be fixed by this Court.

12. That a part of the property mentioned in these proceedings has been conveyed to George Hazard, by deed recorded in Liber J.H.H. No. 219, folio 450, being a portion of the first one acre fee simple tract, and that there is now remaining 1.60 acres of land, more or less, improved by a large frame dwelling, according to a plat and survey of the same made by Edward Hall, Jr., County Surveyor, May, 1942, said Plat being filed herewith as a part hereof, marked Plaintiffs' Exhibit F.

To the end, therefore,

(a) That a trustee be appointed by this Court to sell the property mentioned in these proceedings, and to convey the same to the purchaser free and clear of any claims or demands of the parties to this suit.

(b) That said trustee be authorized to pay the claims of your orator, Warren Hazard, and other creditors, after payment of all costs of litigation, inheritance taxes and other proper expenses, are deducted, said claims to be paid in full, or on a pro rata basis in the event said proceeds of the sale of said property are insufficient to be paid in full, and in the event there is any surplus, the said trustee be authorized to distribute the same to those entitled thereto, according to their respective interests, as may be determined and directed by this Court.

(c) 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 writs of subpoena, and also orders of publication to any non-resident defendants, in the event it becomes necessary, said writs of subpoena to be directed to the following defendants:

John Hazard and Elizabeth Hazard, his wife, 3501 Cedardale Road, Baltimore, Maryland.

Noah Hazard and Lena Hazard, his wife, Galesville, A. A. County, Maryland.

George Hazard, Galesville, Maryland.

Ida Naylor and Irvin Naylor, her husband, Stevenson, Baltimore County, Maryland.

Harry Hazard and Sonia Hazard, his wife, Galesville, Md.

and orders of publication to the following defendants:

Jennie Styler and Albert Styler, her husband, c/o U.S.Naval Base, Norfolk, Virginia,

and Katherine Russell, 1313 13th St. N.W., Washington, D.C.

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

And as in duty bound, etc.

Benjamin Michaelson
Solicitor for Plaintiffs,

Warren Hazard
Janie M. Hazard
Plaintiffs.

Filed August 15, 1942.

Warren Hazard and Janie Hazard, his wife

vs.

John Hazard, et al.

No. 8402 Equity

In the Circuit Court for

Anne Arundel County.

PLAINTIFFS' EXHIBIT "A"

This Lease made this second day of January in the year eighteen hundred and eighty-six between Emile E. Lerch and Sophia Lerch his wife of Anne Arundel County in the State of Maryland, of the first part and Francis Hazard of the same place of the second part.

Witnesseth, that the said Emile Lerch and Sophie Lerch, in consideration of the rent hereinafter expressed to be paid, do lease unto the said Francis Hazard, his executors, administrators and assigns, all that tract of land situate and lying in Anne Arundel County aforesaid and described as follows, viz: Beginning for the same at a stake now driven at the south west corner of this lot and a forty foot avenue laid down in a subdivision of lot #19 of the division of Galesville property and running thence south seventy three degrees east 478 links to stake on shore of a creek of West River thence along said shore north three degrees and thirty minutes east 177 links to stake north thirty four degrees east 290 links to stake thence north eighty three degrees west 606 links to before mentioned avenue thence along said avenue south five degrees west 350 links to the beginning and containing two acres of land; Together with all improvements thereon made, lanes, alleys, ways, waters, privileges, emoluements and advantages to the said ground belonging or in anywise appertaining. To be held by the said Francis Hazard his executors, administrators and assigns for the term of fifteen years beginning on the day of the date of these presents, he the said Francis Hazard his executors, administrators or assigns, yielding and paying unto the said Emile E. Lerch his heirs or assigns, the rent or yearly sum of twenty-five dollars on the second day of January in each and every year accounting from the second day of January eighteen hundred and eighty-six, over and above all deductions for taxes and assessments of every kind levied or assessed or to be levied or assessed on said demised premises of the rent issuing therefrom.

Provided that if the said rent shall be in arrear in whole or in part for sixty days then it shall be lawful for the said Emile E. Lerch his heirs or assigns to reenter upon the hereby demised premises and hold the same until all arrearages of rent thereon and all expenses incurred by reason of such non pay shall be fully paid and provided further that if said rent shall be in arrear for one year then the said Emile E. Lerch his heirs or assigns may reenter upon the premises hereby demised and hold the same as if this lease had never been made.

And the said Francis Hazard for himself his executors, administrators and assigns covenants with the said Emile E. Lerch his heirs and assigns to pay the aforesaid rent, taxes and assessments when legally demandable.

And the said Emile E. Lerch for himself his heirs, executors, administrators and assigns, does hereby covenant with the said Francis Hazard his executors, administrators and assigns that on the payment by the said lessee his heirs, executors, administrators and assigns of said rent and performance of all covenants herein on their part to be paid and performed he the said Emile E. Lerch his heirs, executors, administrators and assigns will warrant the property hereby leased from all claims thereon under the said Emile E. Lerch also that at any time during this demise the said Emile E. Lerch his heirs or assigns shall on payment to him or them of ten dollars as renewal fine, execute and deliver or cause to be executed and delivered to the said Francis Hazard his executors or assigns at his or their request, a new

lease of the above demised property for another term of fifteen years to commence on the expiration of this subject to the same rent and with the same covenants, so that the demise hereby created may be renewable and renewed from time to time forever.

And it is further provided and agreed by the said Emile E. Lerch for himself his heirs administrators and assigns that upon the payment to him or his executors or assigns within the next ten years accounting from the date of these presents by the said Francis Hazard his heirs or assigns the sum of three hundred dollars or after the expiration of ten years from the date of these presents if the said Francis Hazard his heirs or assigns shall pay unto the said Emile E. Lerch his heirs or assigns the sum of two hundred and fifty dollars as purchase money (exclusive of the amount heretofore stipulated to or paid on the second day of January in each and every year) then the said Emile E. Lerch covenants and agrees for his heirs and a_signs to give up all right title and interest and to sell and convey unto the said Francis Hazard the above described property in fee simple.

Witness our hands and seals.

Test: _ _ _

Emile E. Lerch (SEAL)

Sophie Lerch (SEAL)

Francis Hazard (SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this twenty second day of January in the year eighteen hundred and eighty six before the subscriber, a Justice of the Peace of the State of Maryland in & for Anne Arundel County aforesaid, personally appeared Emile E. Lerch, Sophie Lerch his wife and Francis Hazard and did each acknowledge the aforegoing Lease to be their respective act.

Geo. W. Hyde, J.P.

Recorded January 23, 1886.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the foregoing Lease was duly taken and copied from Liber S. H. No. 27, folio 404, 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 10th day of July, A. D. 1942.

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

Filed August 15" 1942.

EXHIBIT "B"

This Deed made this 1st day of February in the year 1908, by and between Sophia A. Lucas and Henry S. Lucas, her husband, Emma A. Lerch and Jessie V. Lerch, all of Baltimore City, State of Maryland, parties of the first part, and Oscar E. Lerch of the same place, party of the second part.

Witnesseth, That for and in consideration of the sum of Five Dollars, to them in hand paid the receipt of which is hereby acknowledged, the said parties of the first part do grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, all the following property:

The first of said lots of ground being situate lying and being in Baltimore County, State of Maryland and more particularly and fully described in a deed from Mary A. Rhodes

to Emile E. Lerch, bearing date the third day of May, 1895, and of record among the Land Records of Baltimore County in Liber S.M.B. No. 209, folio 478, etc., whereby said lots of ground became vested in Emile E. Lerch in fee simple.

And the remaining property being situate, lying and being in Anne Arundel County, State of Maryland, and more fully and at large described in a deed from Catherine Rosina Lang, et al to the said Emile E. Lerch, bearing date the second day of March, 1885, and of record among the Land Records of Anne Arundel County, in Liber S. H. No. 25 folio 304 &c.

The said Emile E . Lerch being now deceased, testate, leaving the said Sophia A. Lucas, Emma A. Lerch, Jessie V. Lerch and Oscar E. Lerch as his Sole devisees.

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

To Have and To Hold the above described property unto and to the proper use and benefit of the said Oscar E. Lerch his heirs and assigns in fee simple, forever.

And the said parties of the first part hereto hereby covenant that they will warrant specially the property hereby conveyed and that they will execute such other and further assurances of said land as may be requisite.

Witness the hands and seals of the said grantors.

Attest: H. Carhart Shrimer

Sophia A. Lucas (SEAL)
Henry S. Lucas (SEAL)
Emma A. Lerch (SEAL)
Jessie V. Lerch (SEAL)

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 1st day of February, in the year 1908, before the subscriber, a Notary Public of the State of Maryland, residing in Baltimore City aforesaid, personally appeared Sophia A. Lucas, Henry S. Lucas, her husband, Emma A. Lerch and Jessie V. Lerch, and did each acknowledge the aforegoing deed to be their respective act.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial Seal this 1st day of February, 1908.

(Notary Seal)

H. Carhart Shrimer
Notary Public

Recorded 26 June, 1908.

State of Maryland, Anne Arundel County, Set:

I hereby certify that the foregoing Deed was truly taken and copied from Liber G. W. No. 60, folio 104, one of the Land Record Books of Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court this 14th day of July, A. D. 1942.

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

Filed August 15" 1942

EXHIBIT "C"

(REVENUE .50 Stamp) This Deed made this 30th day of April in the year nineteen hundred and fifteen by Oscar E. Lerch single man, of the City of New York, and State of New York, of the first part, and John F. Hazard and Jennie Hazard, his wife, of Anne Arundel County, State of

Maryland, of the second part, Witnesseth:

That for and in consideration of the sum of two hundred and fifty (250) dollars, paid by the parties of the second part, to the party of the first part, the receipt whereof is hereby acknowledged, the party of the first part hath bargained and sold, and by these presents doth grant and convey unto the parties of the second part, John F. Hazard and Jennie Hazard, his wife as tenants by the entireties,

All that lot of ground situate in the village of Galesville, in the First Election District of Anne Arundel County, Maryland, which is described in a survey thereof made by John Shepherd, in the month of April, 1915, namely:

Beginning for the survey at a stone standing near the shore of West River, said stone one of the corner boundaries of said lot and the lot of William B. McCadden and running with and bounding on McCadden's lot as changed for variation north eighty one degrees thirty minutes west twenty three and four fifths perches to a fence post on the east side of said road, said post a corner boundary of said lots, thence with the east side of said road, south seven degrees thirty minutes west seven and twelve one hundredths perches to a large cedar post, a corner boundary of J. Frank Hazard's lot, thence leaving said road or Avenue and running south eighty one degrees, thirty minutes east twenty one and one fifth perches to a post on the shore of West River thence with said shore north twenty-seven degrees thirty seven minutes east seven and fifty three one hundredths perches to the place of beginning containing and laid out for one acre of land more or less.

Being a part of the property which was conveyed to the said Oscar E. Lerch by Sophia Lucas, and others, children of Emile E. Lerch, deceased, by deed dated the first of February, 1908, and recorded in the Land Records of Anne Arundel County in Liber G. W. No. 60, folio 104, and being a part of a tract of land which was conveyed to the said Emile E.Lerch by Catherine R. Lang, and others, widow and children of John Land, Senior, deceased, by deed dated the 2nd day of March 1885, and recorded in the said Land Records in Liber S.H. No. 25, folio 304.

Together with the buildings and improvements thereon and all the rights, road, ways, waters, privileges and appurtenances thereunto 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 John F. Hazard and Jennie Hazard their heirs and assigns in fee simple forever.

And the said Oscar E. Lerch doth hereby covenant with the parties of the second part that he will warrant specially the title to the property hereby conveyed and will execute such further assurances of the title as may be requisite.

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

Test: G. E. Fiegel — Oscar E. Lerch (SEAL)

State of New York, City of New York, ss:

I hereby certify that on this 30th day of April in the year 1915 before me, the subscriber, a Notary Public of the State of New York in and for the City of New York, personally appeared Oscar E. Lerch and acknowledged the aforegoing deed to be his act.

Witness my hand and seal notarial. — G. C. Fiegel

(Notarial Seal) Notary Public, Bronx County — Notary Public

Certificate Number 3 filed in New York County

Recorded 7th May 1915

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the foregoing Deed was truly taken and copied from Liber G.W. No. 117, folio 393, 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 10th day of July, A.D. 1942.

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

Filed August 15" 1942

EXHIBIT D

LAST WILL AND TESTAMENT OF JENNIE HAZARD.

IN THE PRESENCE OF ALMIGHTY GOD:

I, Jennie Hazard, of Galesville, Anne Arundel County, State of Maryland, being of sound and disposing mind and capable of executing a valid deed or contract do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all other Wills or codicils heretofore by me made.

After payment of all of my just debts and funeral expenses, I hereby give, bequeath and devise my property as follows:

1. Unto my daughter, Hazel, I hereby give and devise a one-fourth interest in all of my real estate, in fee simple.

2. Unto my remaining children, John, George, Noah, Warren, Harry and Pearl, I hereby give and devise the remaining three-fourths' interest in all of my said real estate, share and share alike, it being my intention that all of my children shall own said property as tenants in common according to their respective interests as provided herein.

3. I hereby direct that all moneys owing by me to my son, Warren, for mortgage indebtedness, insurance and taxes shall be paid to him, over and above his share and interest in my said property, and that said indebtedness should be paid promptly.

4. I hereby nominate and appoint my sons, Warren and George to be executors of this my last Will and Testament, and I further direct them to hold in trust for my daughter, Hazel, any and all moneys that may come to her as a result of a conversion of her interest in my said property into cash, my said executors to take good care of her, and to invest said money safely, and to expend the income therefrom, or the principal, if necessary, for her benefit.

All of the rest and residue of my property of every description, whether real, personal or mixed, wheresoever situate, I give, devise and bequeath unto my children, herein named, to be theirs share and share alike.

In the event any of my said children shall not survive me, then his or_share shall be equally divided among the surviving children, herein named, and shall not descend to the issue of said child or children dying before I die.

Unto my granddaughter, Jennie Crosby, I give the sum of One Dollar only as she is well able to take care of herself, and because she is not in need.

In testimony whereof I have hereunto subscribed my name and affixed my seal this 2nd day of July, 1936.

Jennie Hazard (SEAL)

Signed, sealed, published and declared by the above named testatrix as and for her Last Will and Testament in the presence of us who at her request in her presence and the presence of each other have hereunto subscribed our names as witnesses.

Lina Johnson
Warren W. Hazard
Benjamin Michaelson

ANNE ARUNDEL COUNTY, SS:

On the 27th day of August, 1940 came Benjamin Michaelson and made Oath in due form of law, that he does not know of any Will or Codicil of Jennie Hazard late of said County, deceased, other than the above instrument of writing, and that he had the same in his possession since date of execution "all parties notified".

Jennie Hazard departed this life on the 21st day of August, 1940.

Sworn to before the subscriber

Test: R. Glenn Prout

Register of Wills for Anne Arundel County.

ANNE ARUNDEL COUNTY, SS:

On the 27th day of August 1940 came Lina Johnson, Warren W. Hazard and Benjamin Michaelson, the subscribing witnesses to the aforegoing Last Will and Testament of Jennie Hazard late of said County, deceased, and made oath in due form of law, that they did see the Testatrix, Jennie Hazard sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they subscribed their names as witnesses to this Will in her presence, at her request and in the presence of each other.

Sworn to before the subscriber

Test: R. Glenn Prout

Register of Wills for Anne Arundel County.

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Jennie Hazard, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 27th day of August, 1940, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Jennie Hazard, 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 Jennie Hazard late of said County deceased together with proof and probate thereof taken from Wills Liber R.G.P. 1, folio 22, 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 14th day of July in the year of our Lord, nineteen hundred and forty-two.

(COURT SEAL) R. Glenn Prout

Register of Wills for Anne Arundel County.

Filed August 15" 1942

ORDER OR PUBLICATION

The object of this suit is to procure a decree to sell the property which is directly concerned in these proceedings.

The Bill of Complaint states in substance that John Frank Hazard and Jennie Hazard, his wife, both of whom are now deceased, during their lifetimes owned one acre of land at Galesville, in fee simple, it having been conveyed to them by Oscar E. Lerch by deed dated April 30, 1915, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 117, folio 393; that the said John Frank Hazard, or Francis Hazard and Jennie Hazard, his wife, had also been in possession of an adjacent parcel of land containing one acre, which was part of a two acre tract which had been leased to Francis Hazard by Emile Lerch and Sophie Lerch, his wife, in January 1886, said lease having been recorded among the aforesaid Land records in Liber S. H. No. 27, folio 404; that, when the said John Frank Hazard and Jennie Hazard, his wife, acquired the fee simple title to the one acre of land, hereinbefore mentioned, they were under the impression that they had also acquired the fee simple title to the additional one acre; that they have had adverse possession of said additional one ---------- - acre of land, since April, 1915, and at that time built a new dwelling on the property, and have been paying the taxes thereon since then; and to all intents and purposes, they owned the same; that the said John Frank Hazard died intestate on June 19, 1925, and his widow, Jennie Hazard, departed this life, testate, on August 21, 1940; that the said decedents left the following heirs-at-law and next of kin, surviving them: Warren Hazard who married Janie Hazard, John Hazard, who married Elizabeth Hazard, Noah Hazard, who married Lena Hazard, George Hazard, single, Harry Hazard, who married Sonia Hazard, Katherine Russell, divorced, and Ida Naylor, who married Irvin Naylor, these two being the daughters of Pearl Roberts, widow, deceased, who was the daughter of the said John F. Hazard and Jennie Hazard, and who died intestate November 16, 1937, Jennie Styler, who married Albert Styler, she being the daughter of Emma Crosby, widow, deceased, who was also the daughter of the said John F. Hazard and Jennie Hazard, and who died intestate February 19, 1933, and Hazel Hazard, single, who died intestate on April 3, 1938; that said heirs have recently obtained a deed from Oscar Lerch and wife, conveying any title in him to them; that the said Warren Hazard, in accordance with his agreement with his parents, and because of their financial inability to do so, beginning in 1925, paid taxes, fire insurance, repairs and other expenses in connection with said property, and his mother, by her last will and testament, directed that said indebtedness be paid to him; that there is due him $3375.27, and there are other debts owing, and there are no assets, other than the real estate, from which said debts can be paid; that the property now contains 1.60 acres of land, a small part of the first one acre tract having been conveyed to George Hazard; that Katherine Russell and Jennie Styler and Albert Styler, her husband, are non-residents of the State of Maryland.

It is thereupon this 15 day of August, 1942, by the Circuit Court for Anne Arundel County, in Equity, ordered that the plaintiffs, Warren Hazard and Janie Hazard, by causing a copy of this order to be inserted in some established newspaper published in Anne Arundel County, once a week for four successive weeks, before the 19" day of September, 1942, give notice to the said non-resident defendants, Katherine Russell, Jennie Styler and Albert Styler, her husband, of the object and substance of this bill, and warning them to be and appear in this Court in person or by solicitor, on or before the 5" day of October, 1942, to show cause, if any they

may have, why a decree should not be passed as prayed.

John H. Hopkins, 3rd., Clerk.

Filed August 15" 1942

Warren Hazard and Janie Hazard,
Plaintiffs.
vs.
John Hazard and Elizabeth Hazard, et al
Defendants.

No. 8402 Equity
In the Circuit Court
for
Anne Arundel County

Petition to correct name of defendant and Order of Court thereon.

To the Honorable, the Judge of said Court:

The petition of Benjamin Michaelson, Solicitor for the plaintiffs in the above cause respectfully represents:

1. That your petitioner prepared the Bill of Complaint in this cause, and among the allegations therein contained in paragraph three was the allegation "that Ida M. Naylor married Edward Naylor", who is one of the parties defendant.

2. That, there is an error in the name of the husband of Ida M. Naylor, his correct name being "Irvin" instead of "Edward".

3. That a subpoena was served by the Sheriff of Baltimore County on Ida M. Naylor and her husband, Irvin Naylor, and ---------- the correct name of the said husband should appear in the subpoena, and also in the Bill of Complaint.

4. That your petitioner desires to have the subpoena and Bill of Complaint amended so that the name of the husband can be corrected to "Irvin" instead of "Edward".

Wherefore your petitioner prays this Honorable Court to pass an order authorizing the Clerk of this Court to correct the name of the defendant, "Edward" Naylor to the name of Irvin Naylor, in the papers in this cause, to the facts.

And as in duty bound, etc.

Benjamin Michaelson
Solicitor for Plaintiffs.

Filed August 21" 1942

ORDER OF COURT.

UPON the foregoing petition, it is hereby ordered this 21st day of August, 1942, by the Circuit Court for Anne Arundel County be, and he is hereby authorized to amend the papers in the above cause in order to change the name of the defendant "Edward" Naylor to his correct name "Irvin" Naylor, to correspond with the factual situation.

Ridgely P. Melvin Judge.

Filed August 21" 1942

Certificate of Publication

Annapolis, Md., October 7, 1942

We hereby certify, that the annexed Order of Publication - No. 8402 Equity - Warren Hazard & Janie Hazard vs. John Hazard and Elizabeth Hazard was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for four successive weeks before the 19th day of September, 1942. The first insertion being made the 27th day of August, 1942

THE CAPITAL- GAZETTE PRESS, INC.
By Anne Bennett.

Filed Oct. 31" 1942

Petition for Bill of Complaint to be taken pro confesso and Order of Court thereon.

To the Honorable, the Judge of said Court:

The petition of Benjamin Michaelson, Solicitor for the plaintiff, Warren Hazard and Janie Hazard, respectfully represents:

1. That the defendants in this cause who have been summoned by subpoenas failed to appear or file their answers in this cause, within the time required by said legal notices.

2. That, under these circumstances the plaintiffs are entitled to a decree pro confesso against the defendants, in order that they may proceed with the merits of this cause.

Wherefore your petitioner prays this Court to pass an order that the bill of complaint in this cause be taken pro confesso against the said defendants.

And as in duty bound, etc.

Benjamin Michaelson

Solicitor and Petitioner.

Filed Oct. 31" 1942

ORDER OF COURT.

UPON the foregoing petition, it is hereby ordered this 4th day of November, 1942, by the Circuit Court for Anne Arundel County in Equity, that the bill of complaint in the foregoing cause be taken pro confesso against the said defendants, both resident and non-resident, who have failed to appear or to file their answers as required by orders of this Court; said defendants being John Hazard and Elizabeth Hazard, his wife, Noah Hazard and Lena Hazard, his wife, George Hazard, Harry Hazard and Sonia Hazard, his wife, Ida Naylor and Irvin Naylor, her husband, Jennie Styler and Albert Styler, her husband, and Katherine Russell, unmarried.

Ridgely P. Melvin Judge

Filed Nov. 4, 1942.

Testimony and 11 Exhibits on behalf of the Plaintiffs.

February 4th, 1943.

PRESENT:- Mr. Benjamin Michaelson, Solicitor for Plaintiffs.

Decree Pro Confesso November 4th, 1942.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:

Warren Hazard, ---------- 2 to 10

Janie Hazard, ---------- 11

Herman A. Woodfield, -------- 12 to 13

Edward Hall, Jr., ---------- 14

Thomas M. Bussey, ---------- 15 to 16

Warren W. Hazard, a witness of lawful age, one of the Plaintiffs, being first duly sworn, deposes and says:-

(Michaelson.)

1. State your name, residence and occupation?

A. Warren Hazard, Galesville, Anne Arundel County, Md.; Fisherman.

2. Are you married or single?

A. Married.

3. What is your wife's name?

A. Janie.

4. What were the names of your mother and father?

A. Mother was Jennie Hazard and father was John Francis Hazard.

5. Also know by what other name was your father?

A. J. F. Hazard and also Francis Hazard.

6. Where did your mother and father live during their life time?

A. Galesville, Md.

7. Do you know what property your father owned, or had an interest in, during his life time in Galesville, Anne Arundel County, Md._

A. Two acres of land in Galesville.

8. What interest did he have in the two acres of land at the beginning of his ownership or interest?

A. He leased it.

9. Do you know when he leased it and from whom?

A. In 1886 from Emile E. Lerch and Sophia Lerch his wife.

10. I hand you this lease dated January 2nd, 1886, look at it and see from the description if this is the property they leased?

A. Yes it is.

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

11. You do know that your father had leased the two acres of ground on which you and your family lived for a long period of time?

A. Yes.

12. The ownership of this fee simple title to this property which your father and mother leased later on passed to some other member of the Lerch family did it not?

A. Yes.

13. Who was the subsequent owner or grantee of the fee simple title to the property which your father had leased under this lease of 1886?

A. Oscar E. Lerch.

14. I hand you this deed dated February 1st, 1908 from Sophia A. Lucas, et al. to Oscar E. Lerch, and tell you that this is a certified copy of the deed from these parties of the first part to Oscar E. Lerch of the property of which Emile E. Lerch died testate and devised the property to Sophia A. Lucas, Emma A. Lerch, Jessie V. Lerch and Oscar E. Lerch as his sole devisees, and that they conveyed this property to Oscar E. Lerch, you know that that is a fact?

A. Yes.

---Deed offered in evidence and filed as Exam. Exh. No. 2.

15. When did your father and mother obtain a fee simple deed conveying fee simple title to them from Oscar E. Lerch?

A. April 30th, 1915.

16. That was for one acre of land?

A. Yes.

17. How do you recall that deed was executed at that time?

A. The house burned down and we lost everything, had not even a piece of clothing, and the

house was only insured for $2,000, so my Uncle, my father's brother, who was financially able, he built the house and fixed the place for us and laid this piece of land off, and father and mother took title.

18. At the time your father and mother received the deed for this one acre of land, did they intend to receive one acre of land only?

A. They thought they were getting a deed for both of the acres?

19. After your mother and father received the deed in 1915 did they pay any further rent to either the original lessors, Mr. and Mrs. Lerch or their heirs?

A. No sir.

20. Since 1915 do you know whether any rent has been paid?

A. No sir none paid.

21. Who has occupied these two acres of land since 1915?

A. My father and mother and the children who are living there.

22. You have been in continuous, open possession of it ever since 1915?

A. Yes.

23. I hand you a deed from Oscar E. Lerch, single, to John F. Hazard and Jennie Hazard, as tenants by the entireties, dated April 30th, 1915, conveying 1 acres of land, is this the deed for the one acre about which you have testified?

A. Yes.

------Offered and filed as Exam. Exh. 3

24. You said at the time this was executed your father and mother were under the impression they were receiving title to the whole piece of land?

A. Yes.

25. When did your father John F. or Francis Hazard die?

A. June 19th, 1925.

26. Did he leave a Will?

A. He did not leave a Will.

27. When did your mother, Jennie Hazard die?

A. August 21st, 1940.

28. Did she leave a Will?

A. Yes she did.

29. I hand you this certified copy of the Last Will and Testament of Jennie Hazard and ask you to identify this as the will of your mother?

A. That is, positively.

-----Offered and filed as Exam. Exh. 4.

30. In this Will your mother made what provisions as to the payment of moneys owing you which you had advanced to your mother and father during their life time?

A. Item 3 of the Will states it. "I hereby direct that all moneys owing by me to my son, Warren, for mortgage indebtedness, insurance, taxes, shall be paid to him over and above his share and interest in my said property, and said indebtedness shall be paid promptly."

31. Has any of the indebtedness mentioned herein been paid?

A. No sir.

32. You filed a claim against your mother's estate after the will was probated in the Orphans Court did you not?

A. Yes.

33. I hand you this statement which is a copy of the statement filed in the Orphans Court, showing the items for which you claim you have paid, look at that list, which totals $3375.27 and say if you identify it as the same you filed in the Estate in the Orphans Court on February 18th, 1941?

A. It is.

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

34. Has any of this money you have expended, statement for which totals $3375.27 been paid to you?

A. No sir.

35. You did pay these items in behalf of your mother and father for various and sundry debts owing by them?

A. Yes.

36. Which consisted mostly of what?

A. Taxes, shingling the house, insurance, notes and other sundry items.

37. Since you have filed this claim in the Orphans Court a number of other claims were filed against your mother's estate?

A. Yes.

38. Have these claims been paid?

A. Yes.

39. Who paid these claims?

A. I did.

40. I hand you a number of checks which were drawn by you to pay various claims in the Orphans Court, can you identify these checks, state what they represent?

A. These are my checks I used to pay the claims filed against her estate in the Orphans Court, namely,-

Dr. Borrsuch, ----------	$ 30.00	Exh. S	
Henry M. Murray, Insc. ----------	$ 20.00	Exh. T	
Benj. Michaelson, ----------	$ 125.05	Exh. U	1939 to 1941 inclusive.
Capital City Florist ----------	$ 15.00	Exh. V	
Henry M. Murray, ----------	$ 20.00	Exh. W	
Hardesty funeral bill ----------	$ 252.00	Exh. X	balance or what I paid.

The funeral bill was $457 but I received from my two brothers, from one $135 and another $70 making a total of $205 received from them and I paid the balance of $252.

41. When you paid the taxes on the property which belonged to your father and mother you paid up to and including the year 1939 as shown by Exhibit 5, the statement filed herein?

A. That's correct.

42. Who has paid the taxes on this real estate since 1939?

A. I have.

43. I hand you duplicate Tax receipts for 1940, 1941 and 1942 County taxes, who paid those?

A. I did.

1940, ----------	$86.98	Exh. 7
1941 ----------	$72.30	Exh. 8
1942 ----------	$67.89	Exh. 9

44. You also paid Insurance on this property to Henry M.Murray May 12, 1942 to May 12th, 1943 for what amount?

A. For $20, ---- Exh. 10.

45. At the time of the death of your father, J. F. Hazard or Francis Hazard, state who survived him?

A. My mother and father owned the property as tenants by the entireties.

46. These tax bills you have paid were for taxes due and owing on what property?

A. In 1940 and the years prior thereto it was on two acres of land, and then my mother conveyed part of the property to my brother George and I paid taxes on the remaining 1:60 acres,

47. At the time of your father's death who did he leave surviving him?

A. At the time of my father's death he left surviving him, my mother, Jennie Hazard, John Hazard, George Hazard, Noah Hazard, Warren Hazard, Harry Hazard, those are the boys;-/widow Emma Crosby, at that time, Pearl Moreland (now Pearl Roberts) and Hazel Hazard.

48. At the time of the death of your mother in August 1940 who did she leave surviving her?

A. John Hazard, whose wife is Elizabeth Hazard,

George Hazard, single,

Noah Hazard, whose wife is Lena Hazard,

Warren Hazard, Janie, his wife,

Harry Hazard, Sonia, his wife

All of these are living and are adults.

Pearl Roberts, my sister, who was a widow, died intestate November 16th, 1937, she left two daughters,

Katherine Russell, who is divorced from her husband,

Ida Naylor, who is married to Irvin Naylor.

Emma Crosby, my sister, died intestate February 19th, 1933, a widow, and she left a daughter,

Jennie Styler, who is married to Albert Styler.

Hazel, my sister, was single, and died intestate April 3rd, 1938.

49. Do you know where Ida Naylor and her husband are living?

A. Stephenson, Baltimore County, Md.

50. All of the heirs you have named are all adults?

A. Yes.

51. No minor children in any of the names of the parties whom you have enumerated?

A. No.

52. These constitute all of the heirs of your mother, all of your brothers and sisters and the children of deceased children?

A. Yes.

53. To whom did your mother leave the property under her Will?

A. After payment to me the property was left to all of her children, and George and myself were named as Executors.

54. At the time your father and mother died you knew, did you not, whether they felt they owned all this property, the two acres of land outright?

A. They felt they owned it, never any question of the ownership of it.

55. Since you built the new home in 1915 your father and mother and family have lived openly and exclusively in possession of this whole property?

A. Yes.

56. Has any one questioned your right?

A. No sir.

57. Any of the Lerch heirs demand any payment of rent since 1915?

A. No sir.

58. Was any rent paid since 1915?

A. No sir.

59. So far as you and the family knew you were the absolute owners of the two acres of land?

A. Yes.

60. You do know that I have obtained for you a deed from Oscar E. Lerch in order to try to perfect the title, of all his right, title, interest in this remaining one acre which was not conveyed by deed prior thereto from him to your mother and father?

A. Yes.

61. I hand you this deed and ask you to look at it and see if that is the deed in question?

A. Yes it is.

-------Deed dated August 3rd, 1942 from Oscar E. Lerch and wife, grantees, to John Hazard and other surviving heirs of this one acre marked Exam. Exh. 6

62. This last deed is for the 1 acre of land which had not been conveyed by deed to your father and mother during their life time?

A. Yes.

63. At the time of your mother's death did she have any money in Bank or any other assets other than her real estate?

A. No, the Inventory filed shows only $200 for household furniture which wouldn't bring $50, and the real estate.

64. As a matter of fact if it had not been for your assistance your mother would have had considerable difficulty carrying on?

A. Positively.

65. When was it you began to contribute towards the financial assistance of your mother and father?

A. In 1925.

66. And you continued from time to time up until their deaths?

A. Yes.

67. Since your mother's death you have looked after the property and have personally taken care of the indebtedness?

A. Yes.

68. Where did the money come from which you have spent for the various items for which you claim payment?

A. All of it is my money.

69. None of this money was used out of the assets of the estate?

A. No sir.

70. Do you think it to the best interest and advantage of all parties concerned that this real estate be sold?

A. Yes.

71. Why do you say that?

A. No other way it can be straightened up.

72. What does the property consist of?

A. Little over an acre of ground and one house, no way to divide it up amongst five or six of us.

73. You are satisfied to have the property sold and receive payment of the money you have advanced, and if any remaining to go to those entitled to it?

A. Yes.

74. In your opinion, what is a fair value of this property?

A. $5,000.

75. Do you know whether or not there was any administration on the estates of Emma Crosby, Pearl Roberts and Hazel Hazard, or your father John F. Hazard?

A. I know there was none on them.

76. They all died without leaving wills?

A. I think so.

77. Your brother John, and his wife, Elizabeth, live at 3501 Cedardale Road, Baltimore, Md., and they were both summoned in this case?

A. Yes.

78. You have talked with your brother John, and he told you he had received certain papers in reference to this matter?

A. Yes.

79. He did not say anything about objecting to the proceedings?

A. No.

80. Your brother, Noah, and his wife, and George Hazard live where?

A. At Galesville, and they were summoned too. Harry and his wife lived at Galesville before they moved, and they were duly summoned.

81. Jennie Styler and her husband live where?

A. Norfolk, Virginia, they were not summoned.

82. Where does Katherine Russell live?

A. 1313-13th st. N.W., Washington, D.C. was not summoned.

83. Those who were not summoned by the Sheriff were given notice by Order of Publication in the paper of the suit pending?

A. Yes.

84. None of them appeared and never heard anything from them?

A. We heard from all of them and they were satisfied to have it approved.

85. From whom did you hear nothing?

A. The Stylers they could not be located.

86. You are satisfied to have a Trustee appointed by the Court to sell the property and convey title to the purchaser?

A. Yes.

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

A. No.

Warren W. Hazard

Mrs. Warren Hazard, (Janie Hazard) a witness of lawful age, being first duly sworn, deposes and says:-

(Michaelson.)

1. You are Mrs. Janie Hazard, the wife of Warren Hazard who just testified?

A. Yes.

2. How long have you been married?

A. Since 1922.

3. How long have you know_Warren Hazard?

A. About ten years before that, I guess thirty years.

4. You also knew the other members of the Hazard family?

A. Yes.

5. You knew the father, John F. Hazard and visited their home on numerous occasions?

A. Yes, Mr. Hazard the father died at our house in 1925.

6. You recall when the home was burned in 1915?

A. Oh yes.

7. Do you also remember when the new home was built?

A. Yes.

8. Do you know who paid for the building of the new home?

A. Louis Hazard, a brother of J. F. Hazard.

9. You have heard the testimony of Warren Hazard in relation to the relationship of the various members of the family and their respective wives and husbands, and children, and the facts pertaining thereto?

A. Yes.

10. Is your testimony in that respect in substance the same as his if you should testify in detail?

A. Just the same.

11. There is a statement filed by Warren Hazard in reference to payment of bills and money advanced by him for various things against the property?

A. Yes.

12. You know they are true and correct?

A. They are.

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

A. No.

Janie Hazard

Herman A. Woodfield, a witness of lawful age, being first duly sworn, deposes and says:- (Michaelson.)

1. State your name, residence and occupation?

A. Herman A. Woodfield, Galesville, Md. Oyster Packer.

2. How long have you lived in Galesville?

A. All my life, 63 years.

3. In your experience as a business man you have also bought and sold property down there have you not?

A. Yes.

4. Are you familiar with property values in and around Galesville?

A. I think I am, fairly familiar.

5. Do you know the property known as the Hazard property in Galesville, belonging to J.F. and Jennie Hazard?

A. Yes, lived right across from there for 25 years.

6. Did you have occasion to appraise this real estate and place a value on it?

A. Yes.

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

A. I think we, at that time, when we met, we said $4500.

8. Do you think it is worth any more now?

A. I don't think so.

9. What does it consist of?

A. The main home building on an acre or so of land, little over an acre, it's a big barn of a house, hard to sell that kind, if it had a small house on it would be better.

10. Do you remember how much land was there before George got a piece?

A. Two acres altogether.

11. Do you know that the Hazard family lived there,- how long?

A. Ever since I can remember, I was born and reared right there.

12. You know that no one else occupied the property except the Hazard family?

A. No one else, they occupied the entire land there.

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

A. No.

Herman A. Woodfield.

Edward Hall, Jr., a witness of lawful age, being first duly sworn, deposes and says:- (Michaelson.)

1. State your name, residence and occupation?

A. Edward Hall, Jr., 17 Franklin st., Annapolis, Md.; County Surveyor.

2. How long have you been County Surveyor?

A. Forty years.

3. Did you make a survey of the J. F. and Jennie Hazard property in Galesville, Md. for the Hazard heirs?

A. Yes.

4. I hand you this Plat and description, will you identify this please?

A . That is a Plat of the Hazard estate at Galesville, 1st Dstc. of Anne Arundel County,Maryland.

5. The description attached is that a correct description of the property as surveyed by you?

A. That is exactly the description and plat made from my plat and description.

6. Can you tell from the Plat how many acres were in the entire plat before any part of it was conveyed?

A. Without referring to George Hazard's deed I could not tell you exactly.
By Comparison and examination of the Plat and comparison with the deed, looks as if it were 4/10 of an acre or slightly over, the remainder which I surveyed in May, 1942 is 1.60 acres more or less.

7. That would make in the entire tract according to that plat, two acres without any conveyance to George Hazard?

A. Two acres, more or less.

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

A. No.

Edward Hall, Jr.

--- Plat offered and filed as Examiner's Exhibit 11

Thomas M. Bussey, a witness of lawful age, being first duly sworn, deposes and says:- (Michaelson)

1. State your name, residence and occupation?

A. Thomas M. Bussey, Shadyside, Maryland; farmer.

2. You have also been engaged over a number of years buying and selling real estate?

A. Yes.

3. Do you know the Hazard property in Galesville, Md.?

A. Yes.

4. Have you had occasion to appraise that property the past few months?

A. Yes.

5. Will you state to the Court just what that property consists of?

A. It consists of a building of fifteen rooms, little less than two acres of ground.

6. What is the condition of the dwelling?

A. I would say fair.

7. Are there any modern improvements in it?

A. No sir.

8. Where is this 1.60 acres of land situate?

A. It runs to the water of a small creek that enters into the River, West River. It is at Galesville, 1st District, A.A. County.

9. What, in your opinion, is a fair market value of this property consisting of a dwelling and 1.60 acres?

A. I would say $4500.

10. Do you think it is to the best interest of the parties or heirs of the Hazard estate to have this property sold?

A. Yes.

11. Why do you say that?

A. I cannot see how it can be settled any other way, a large family and large number of heirs and small place with one house.

12. The property cannot be divided among the different heirs without loss or injury?

A. You cannot divide the house up, and the land is so small.

13. Can you name some of the heirs of the late Jennie and J.F.Hazard?

A. Noah,- Warren,- George,- Harry,- John, that's all I know.

14. Are they all living?

A. Yes.

15, Do you know who are the ones who died?

A. Pearl Roberts, Emma Crosby, and Hazel was single.

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

A. No.

Thomas M. Bussey.

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

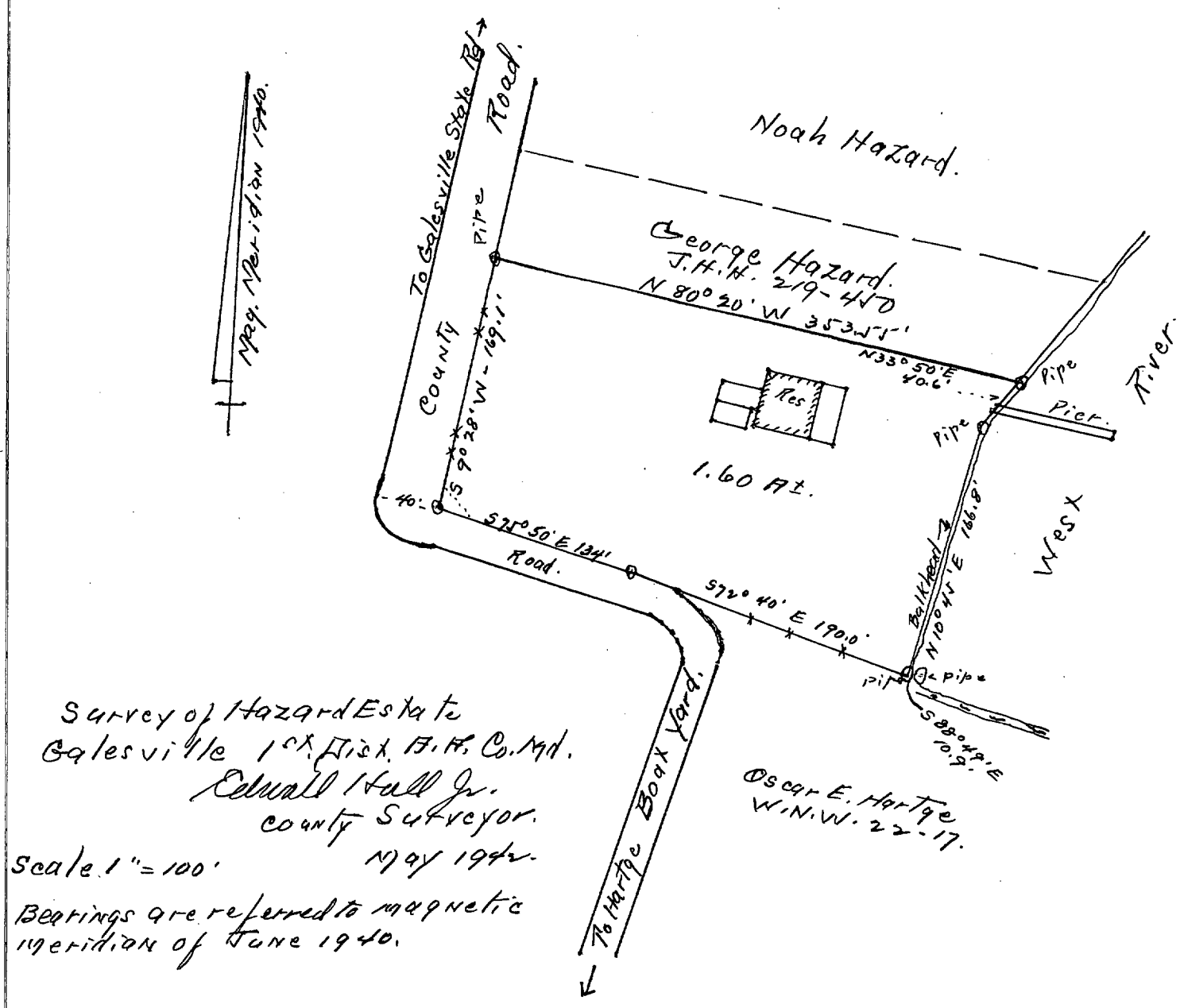
Witness my hand and seal this 13th day of February, 1943.

Jno. S. Strahorn (SEAL)

Examiner.

Filed Feby. 13" 1943.

PLAT Plaintiffs' Exhibit F.



DEED Filed with Testimony

(No Stamps required) Benjamin Michaelson

THIS DEED, made this 3rd day of August, 1942, by and between Oscar E. Lerch and Mary Frances Kenna Lerch, his wife, parties of the first part, Grantors, of Elizabeth, New Jersey, and John Hazard, Noah Hazard, Warren Hazard, George Hazard, Harry Hazard, Ida Naylor, Jennie Styler, and Katherine Russell, parties of the second part, Grantees, of Anne Arundel County, State of Maryland.

WHEREAS the property hereinafter described is a part of a certain parcel of land containing two acres, mentioned and described in a lease from Emile Lerch and Sophie Lerch to Francis Hazard, dated January 2, 1886, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber S. H. No. 27, folio 404, and

WHEREAS the fee simple title to said property became vested in the said Oscar E. Lerch by deed from Sophie A. Lucas and husband, et al. dated February 1, 1908, and recorded among the said Land Records of Anne Arundel County in Liber G.W. No. 60, folio 104; and

WHEREAS the said Francis Hazard or John F. Hazard, and Jennie Hazard, his wife, acquired the fee simple title to one acre of the said two acres of land mentioned and described in the aforementioned lease, by deed from Oscar E. Lerch, single, dated April 30, 1915, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 117, folio 393; and

WHEREAS it was intended at the time of the execution of said deed that the entire two acre parcel of leasehold property was to be conveyed to the said John F. Hazard and Jennie Hazard,

his wife, to extinguish the aforementioned lease and to vest the entire fee simple title to said two acres of land in the said John F. Hazard and Jennie Hazard, his wife, and

WHEREAS the said John F. Hazard and Jennie Hazard have departed this life, leaving surviving them as their heirs-at-law the aforesaid parties of the second part, and the said Oscar E. Lerch and Mary Frances Kenna Lerch, his wife, desire to convey the fee simple title in the remaining one acre of land, referred to in the aforesaid lease, unto the hereinmentioned heirs-at-law.

NOW, THEREFORE, THIS DEED WITNESSETH: That in consideration of the premises and of the sum of FIVE DOLLARS and other good and valuable considerations, the said Oscar E. Lerch and Mary Frances Kenna Lerch, his wife, do hereby grant and convey unto the said John Hazard Noah Hazard, Warren Hazard, George Hazard, Harry Hazard, to Ida Naylor and Katherine Russell jointly the interest owned by their deceased mother, Pearl Roberts, and to Jennie Styler, daughter of Emma Crosby, deceased, said property, to be held by them as tenants in common, their heirs and assigns in fee simple, all that lot or parcel of ground, situate, lying and being in the First Election District of Anne Arundel County, at Galesville, and described as follows:

ALL THAT lot or parcel of ground containing one acre of land, more or less, lying adjacent to the one acre of land which was conveyed to John F. Hazard and Jennie Hazard, his wife, by Oscar E. Lerch, and on the South side of said parcel of land, being a part of the same property mentioned in the lease from Emile Lerch and Sophie Lerch, his wife, to Francis Hazard, hereinbefore referred to, and being also a part of the same property which was conveyed to Oscar E. Lerch, by Sophie A. Lucas, et al. by deed dated February 1, 1908, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 60, folio 104, etc.

TOGETHER with the buildings and improvements thereon erected, made or being each and every the rights, roads, waters, ways, privileges and appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described one acre of land unto the said John Hazard, Noah Hazard, Warren Hazard, George Hazard, Harry Hazard, to Ida Naylor and Katherine Russell jointly the interest owned by their deceased mother, Pearl Roberts, and to Jennie Styler, daughter of Emma Crosby, deceased, said property, to be held by them as tenants in common their heirs and assigns in fee simple forever.

AND the said parties of the first part do hereby covenant that they will WARRANT SPECIALLY the title to the property hereby conveyed and that they will execute such other and further assurances of said land as may be requisite.

WITNESS the hands and seals of the said parties of the first part, GRANTORS.

WITNESS: Oscar E. Lerch (Seal)

E. J. Donahue Mary Frances Kenna Lerch (Seal)

STATE OF NEW JERSEY, CITY OF ELIZABETH, UNION 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 New Jersey, in and for the City and County aforesaid, personally appeared Oscar E. Lerch and Mary Frances Kenna Lerch, his wife, and they duly acknowledged the aforegoing instrument to be their act and DEED.

WITNESS MY hand and Notarial Seal.

(NOTARIAL SEAL) E. J. Donahue

My Comm. expires May 28th 1945 Notary Public of N.J.

STATE OF NEW JERSEY, County of Union. ss:

I, HENRY G. NULTON, Clerk of the County of Union, and also Clerk of the Circuit Court for said County, the same being a Court of Record, Do Hereby Certify, That E. J. Donahue whose name is subscribed to the certificate of the affidavit, proof or acknowledgment of the annexed instrument and thereupon written, was at the time of taking such affidavit, proof or acknowledgment, a Notary Public in and for said State, dwelling in said County, commissioned and sworn and duly authorized to take affidavits, acknowledgments and proofs of deeds or conveyances for lands, tenements or hereditaments to be recorded in said State. And further, that I am well acquainted with the handwriting of such Notary Public and verily believe that the signature to the said certificate of affidavit, proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 4th day of August 1942

(COURT SEAL) Henry G. Nulton Clerk.

Warren Hazard and Janie Hazard, his wife, No. 8402 Equity

vs. In the Circuit Court for

John Hazard and Elizabeth Hazard, his wife,et al. Anne Arundel County.

DECREE FOR SALE Feb. 26, 1943.

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

It is thereupon, this 26th day of February, 1943, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed that the property mentioned in these proceedings be sold; and further that Benjamin Michaelson be, and he is hereby, appointed trustee to make said sale, and that the course and manner of his proceedings shall be as follows:
He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court, in the penalty of Four Thousand ($4000) 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 the said sale, after giving at least three weeks' notice by advertisement, inserted in some established newspaper published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which terms shall be $500 cash on the day of sale, and the balance in cash upon final ratification of the sale by the Court; and as soon as may be convenient after such sale, the said trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale, and on 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 discharged from all claims of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them or any of them; and the said trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity with which he shall appear to have discharged his trust.

And it is further adjudged, ordered and decreed that the said trustee, at the time said property is advertised for sale, publish a notice to creditors, giving notice to any creditors of John Frank Hazard, Pearl Roberts, Hazel Hazard, Emma Crosby, all deceased, and whose estates were not administered in the Orphans Court for Anne Arundel County and to any other creditors to file any claims against said decedents and others within sixty days from the date of the first insertion of the advertisement of sale, in these proceedings.

Ridgely P. Melvin, C.J.

Filed Feby. 26" 1943.

Bond --Filed & Approved this 23" day of March 1943. John H. Hopkins, 3rd., Clerk.

EAGLE INDEMNITY COMPANY

KNOW ALL MEN BY THESE PRESENTS, That We, Benjamin Michaelson, Trustee, as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N. Y. a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of Four 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 23rd day of March, Nineteen Hundred and Forty-three.

WHEREAS, by virtue of A Decree of the Circuit Court dated February 26, 1943, and passed in a cause entitled "Warren Hazard and Janie Hazard, his wife, vs. John Hazard and Elizabeth Hazard, his wife, et al. Equity No. 8402, the said Benjamin Michaelson, Trustee, is authorized and empowered to make sale of the property described in said proceedings, and the said Benjamin Michaelson, Trustee, is about to execute said power and make sale of the property described as aforesaid in said proceedings.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Benjamin Michaelson, Trustee, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such property or the proceeds thereof and shall abide by and perform any such further decree as may be passed in the premises, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Test: Benjamin Michaelson (SEAL)

Lina J. Harper (CORPORATE SEAL) EAGLE INDEMNITY COMPANY

By: Benjamin Michaelson

Attorney-in-fact.

Filed March 23" 1943.

Report of Sale and Order Nisi thereon.

To the Honorable, the Judge of said Court:

The report of Benjamin Michaelson, Trustee, duly appointed to make sale of certain real estate mentioned and described in these proceedings, respectfully shows:

That, whereas by a certain decree of the Circuit Court for Anne Arundel County dated February 26, 1943, and passed in a cause in said Court pending, entitled "Warren Hazard and Janie Hazard, his wife, plaintiffs, vs. John Hazard, et al, defendants, No. 8402 Equity,

the said Benjamin Michaelson, Trustee, was authorized to sell the property described in said proceedings, and the said Benjamin Michaelson, Trustee, in pursuance of the power and authority vested in him by said decree, after giving bond as security for the faithful performance of his trusts, and after having complied with all the other pre-requisites mentioned in said decree as required by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for at least three successive weeks before the day of sale, did, under and by virtue of the power of sale contained in said decree and pursuant to said notice, attend at the Court House door in the City of Annapolis, Maryland, Tuesday, March 23, 1943, at Eleven o'clock, A.M. and then and there proceed to sell said property in a manner following, that is to say:

The said Trustee, offered at public sale to the highest bidder the property mentioned and described in said decree, and being more particularly described as follows:

All that lot or parcel of land situated in Galesville, in the First Election District of Anne Arundel County, containing 1.60 acres of land more or less, according to a survey by Edward Hall, Jr., County Surveyor, May, 1942, and having a frontage of 207.14 feet more or less on West River; being a part of the same property which was conveyed to John F. Hazard and Jennie Hazard, his wife, by Oscar Lerch, single, by deed dated April 30, 1915, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 117, folio 393; and a part of the same property mentioned in a lease from Emile Lerch and Sophie Lerch to Francis Hazard, dated January 2, 1886, and recorded among the aforesaid Land Records in Liber S.H. No. 27, folio 404.

And the said Trustee sold the above described property to Warren W. Hazard and Janie M. Hazard, his wife, for the sum of THIRTY-FIVE HUNDRED and FIFTY ($3550.00) Dollars, they being at that sum the highest bidders therefor, and said purchasers made a deposit of Five Hundred ($500.00) Dollars on account of the purchase price and have agreed to comply with the terms of sale by making payment of balance of the purchase price in cash upon ratification of said sale by the Court.

Respectfully submitted.

Benjamin Michaelson, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 25th day of March, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson, Trustee, and duly acknowledged the aforegoing Report of Sale to be true to the best of his knowledge and belief and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Lina Johnson

Notary Public.

ADVERTISEMENT OF SALE

Trustee's Sale (In Fee Simple) of Valuable Waterfront Property situated in the First Election District at Galesville, Maryland.

Under and by virtue of the power and authority contained in a decree of the Circuit Court for Anne Arundel County, dated February 26, 1943, and passed in a cause in said Court pending entitled "Warren Hazard and Janie Hazard, his wife, plaintiffs, vs. John Hazard, et al., defendants, No. 8402 Equity, the undersigned trustee will sell at public auction at the Court House Door in Annapolis, Maryland, on Tuesday, March 23, 1943 at 11 o'clock, A.M.

All that lot or parcel of land situated in Galesville, in the First Election District of Anne Arundel County, containing 1.60 acres of land more or less, according to a survey by Edward Hall, Jr., County Surveyor, May, 1942, and having a frontage of 207.14 feet more or less on West River; being a part of the same property which was conveyed to John F. Hazard, Jennie Hazard, his wife, by Oscar Lerch, single, by deed dated April 30, 1915, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 117, folio 393; and a part of the same property mentioned in a lease from Emile Lerch and Sophie Lerch to Francis Hazard, dated January 2, 1886, and recorded among the aforesaid Land Records in Liber S.H. No. 27, folio 404.

This property is improved by a large dwelling, and is a desirable waterfront site.

TERMS OF SALE: A cash deposit of $500 will be required of the purchaser at the time of sale; the balance to bear interest at the rate of 6 per cent per annum and to be paid in cash upon final ratification of the sale by the Court. Taxes and other expenses are to be adjusted to the day of sale.

George W. Scible,
Auctioneer

BENJAMIN MICHAELSON Trustee
15 School St., Annapolis, Maryland.

PURCHASER'S AGREEMENT.

We hereby certify that we have this 23" day of March, 1933, purchased the property mentioned in these proceedings, from Benjamin Michaelson, Trustee, for the sum of Thirty-Five Hundred Fifty ($3550.00) Dollars, and we hereby agree to comply with the terms of sale.

Witness my hand and seal.

Test:
Geo. W. Scible

Warren W. Hazard
Janie M. Hazard
Purchasers.

AUCTIONEER'S CERTIFICATE.

I hereby certify that I have this 23d day of March, 1943, sold the property mentioned in these proceedings to Warren W. Hazard and Janie M. Hazard for the sum of Thirty five Hundred and Fifty Dollars, he being at that price the highest bidder therefor.

Witness my hand and seal.

Test:
Benj. Michaelson

Geo. W. Scible
Auctioneer

Certificate of Publication

Annapolis, Md., June 14, 1943

We hereby certify, that the annexed Trustee's Sale - Warren Hazzard & Janie Hazzard vs. John Hazzard 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 March, 1943. The first insertion being made the 4th day of March, 1943.

THE CAPITAL-GAZETTE PRESS, INC.
By Mary Margaret Gilmore

ORDER NISI.

Ordered, this 26th day of March, 1943, That the sale of the Real Estate mentioned in these proceedings made and reported by Benjamin Michaelson, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th., 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 27th., day of April next.

The report states that the amount of sale to be $3550.00

John H. Hopkins, 3rd., Clerk

Filed March 26" 1943.

Certificate of Publication Annapolis, Md., May 7, 1943

We hereby certify, that the annexed Order Nisi - Sale - Equity 8402 - Warren Hazard 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 April, 1943. The first insertion being made the 1st day of April, 1943

THE CAPITAL-GAZETTE PRESS, INC.

By L. L. French

ORDERED BY THE COURT, This 13th day of May, 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.

AUDITOR'S REPORT AND ACCOUNT.

Warren Hazard and Janie Hazard, his wife — No. 8402 Equity

vs. — In the Circuit Court for

John Hazard and Elizabeth Hazard, his wife, et al — Anne Arundel County

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling Auditor.

Dr. Warren Hazard and Janie Hazard, his wife, vs. John Hazard and Elizabeth Hazard, his wife, et al in ac. with Benjamin Michaelson, Trustee

To Trustee for Commissions	$ 137.87	$
To Trustee for fee (Order 6/15/43)	175.00	312.87
To Trustee for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Clerk of Court - costs	37.80	
R. C. Turner - Sheriff's costs	4.75	
Jos. C. Deegan - Sheriff's costs	3.40	
Wm. G. Lynch - Sheriff's costs	1.70	
Auditor	9.00	66.65
To Trustee for Expenses, viz:		
Capital-Gazette Press - order of publication	58.00	
Capital-Gazette Press - advertising sale	27.00	
Capital-Gazette Press - handbills	5.50	
Capital-Gazette Press - Order Nisi on Sale	5.00	
Capital-Gazette Press - " " this acct.	5.00	
George W. Scible - auctioneer	16.00	

To Eagle Indemnity Co. - bond premium	$ 16.00	$	
Edward Hall, Jr. - survey and plat	20.00		
Clerk of Court - recording deed	4.25		
Clerk of Court - cost of certified copies	5.00		
Register of Wills - Certified copy of Will	1.50		
John S. Strahorn - examiner's fee	8.00		
Juliet D. Strahorn - stenographer	6.50		
Lina Johnson - notary fees	1.00		
Benj. Michaelson, Agent - fire insurance premiums adjusted to 3/23/43	13.77		192.52
To Trustee for Taxes, viz:			
1943 State and County Taxes ($65.98 - adjusted to 3/23/43)			15.15
To Warren W. Hazard - this balance on account of claim filed for money advanced for Jennie Hazard and claims against her estate paid by him	3,008.56		
	$3,595.75		

Cr. Mar. 23 1943	Proceeds of Sale	$3,550.00
	Interest on deferred payment	45.75
		$3,595.75

ORDER NISI.

ORDERED, This 27th., day of July, 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 28th 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 28th day of August next.

Filed July 27" 1943 John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., October 8, 1943.

We hereby certify, that the annexed Order Nisi - Aud. Acct. - Equity no. 8402 - 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 August, 1943. The first insertion being made the 29th day of July, 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By Blanche Bryan

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 8th day of October, 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 Oct. 8" 1943.

In the Matter of the Adoption	:	No. 8555 Equity
of	:	In the Circuit Court for
Warren Parker, Jr., Infant	:	Anne Arundel County

PETITION FOR ADOPTION Decree Oct. 15, 1943

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Otha James Pierce and Harriet Anne Pierce, his wife, respectfully represents unto Your Honors:

1. That your Petitioners are residents of Annapolis, Maryland and have resided there many years.

2. That your Petitioner Otha James Pierce, is regularly employed and now employed by Eastern Rolling Mills Company; that your Petitioner Harriet Anne Pierce is not employed, receives a small Government pension and assumes all of the regular household duties of a wife.

3. That the Petitioners have no children of their own.

4. That the infant Warren Parker, Jr., was born March 16, 1935 at Annapolis, Maryland, the Mother of said infant being Mildred Smith whose address is 40 Calvert Street, Annapolis; the Father of said infant is Warren Parker, whose address is unknown to Petitioners.

5. That the Father of said child has abandoned him and contributed nothing to his support nor ever shown any interest in the child, that the child's Mother, when the infant was four (4) years of age, entrusted the child to the care and custody of Petitioners and has ever since considered that Petitioners stood in the place and stead of natural parents. And except for a period of three months during which time the child's Aunt cared for him, these Petitioners have had the care and custody of said infant and have formed an attachment for him and he for them to an extent that Petitioners believe it for the best interests of said infant that he be adopted.

6. That Petitioners are financially well able to care and provide for said infant as their own child and believe that ever since they have cared for him and reared him with the love and solicitude of natural parents, they should legally adopt the child as their own child.

7. That the said Mildred Smith, Mother of the infant, has consented to the adoption in writing, which consent is attached hereto by the petitioners and prayed to be taken as part of this Petition.

To the end, therefore,

A. That this Honorable Court pass a Decree declaring said infant child to be the legally adopted child of Otha James Pierce and Harriet Anne Pierce, his wife, in accordance with the provisions of Article 16, Code of Public General Laws of Maryland, and with all the rights and privileges conferred by law.

B. That the infant's name be changed from Warren Parker, Jr. to Otha James Pierce, Junior.

C. And for such other and further relief as the nature of this case may require.

And as in duty bound, etc.

Noah A. Hillman
Solicitor for Petitioners

Otha J. Pierce
Mrs Hattie Pierce
Petitioners.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of September 1943, before me, the subscriber, a

Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Otha James Pierce and Harriet Anne Pierce, his wife, and made oath in due form of all that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge, information and belief.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Shirley Weinberg

Notary Public.

I, Mildred Smith, do hereby consent to the adoption of my child, Warren Parker, Jr., by Otha James Pierce and Harriet Anne Pierce, his wife.
I also consent to the change of the name of my Son, to Otha James Pierce, Jr.

Mildred Smith

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of September 1943, before me, the subscriber, a Notary Public of the State of Maryland and the County aforesaid, personally appeared Mildred Smith who made oath in due form of law that she is the Mother of Warren Parker Jr., and stated that the aforegoing consent was made by her of her own free will and without duress from anyone.

As Witness my hand and notarial seal.

(NOTARIAL SEAL) Shirley Weinberg

Notary Public

I hereby certify that Warren Parker, the Father of Warren Parker, Jr., is not in the Military Service nor has he been in such Service within six months hereof.

I further certify that Warren Parker, Jr., the infant, for whom application for adoption has been filed, was born out of wedlock and his Father Warren Parker and his Mother, Mildred Smith, have not since married. But on the contrary, the said Warren Parker, Sr., has married some other person.

Harriet Anne Pierce

STATE OF MARYLAND, Anne Arundel County, to Wit:

I hereby certify that on this 7th day of October 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Harriet Anne Pierce and made oath in due form of law that the matters and facts set forth above are true to the best of her knowledge, information and belief.

As Witness my hand and notarial seal.

(NOTARIAL SEAL) Shirley Weinberg

Notary Public

In the Matter of the Adoption
of
Warren Parker, Jr., infant

No. 8555 Equity
In the Circuit Court for
Anne Arundel County

Annapolis, Md., October 5, 1943

To whom this may concern:

This is to certify, that the undersinged who is the Minister of Asbury Methodist Church Annapolis, Maryland, is acquainted with Mr. & Mrs. Otha Pierce.
I have been the Minister here for two years but knew Mrs. Pierce before then.

She is a member of our Church and is president of the Ladies Ushers Asscciation.

In my opinion the child Warren Parker, Jr. would have a good home with the Perece's and it would be to the advantage of the child to be adopted by them.

Rev. Isaac R. Berry

31 Lafayette Ave. Annapolis, Md.

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 5th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Rev. Isaac R. Berry, and acknowledged the foregoing statement to be his act.

(NOTARIAL SEAL)

Shirley Weinberg

Notary Public

Filed Oct. 15" 1943.

Annapolis, Md. October 5, 1943

To whom this may concern:

This is to certify, that the undersigned who is an Elder of Asbury M. E. Church, Annapolis, Maryland is acquainted with Mr. & Mrs. Otha Pierce.

I have known them about 10 years. Mrs. Pierce is a member of our Church.

In my opinion the couple have made a good home for the child Warren Parker, Jr. and it would be to the advantage of the child if he were adopted by them.

Benjamin S. Holt

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 5 day of October, 1943, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin S. Holt and acknowledged the foregoing statement to be his act.

(NOTARIAL SEAL)

Shirley Weinberg

Notary Public

Filed Oct. 15" 1943.

DECREE

The Petition for adoption and Exhibit in the above titled cause having been by the Court read and considered, and it being the opinion of the Court that the best interests of the infant child mentioned in said Petition would be served by the adoption of said infant, and it is thereupon,

ORDERED, ADJUDGED AND DECREED by the Circuit Court for Anne Arundel County in Equity this 15th day of October 1943, that the infant child Warren Parker, Jr., mentioned in the Petition, be and is hereby declared to be the adopted child of Otha James Pierce and Harriet Anne Pierce, his wife, with all the rights, duties and privileges conferred by law; and it is

Further ORDERED AND DECREED that the name of said infant child be and is hereby changed to Otha James Pierce, Jr.

And it is ordered that the Petitioners pay the costs of these proceedings.

Ridgely P. Melvin Judge

Filed Oct. 15" 1943.

In the Matter of Aline Ada	:	No. 8557 Equity
Keiser, non compos mentis	:	In the Circuit Court for
and a non-resident.	:	Anne Arundel County

Petition to appoint trustee or trustees to sell real estate and exhibits A and B.

To the Honorable, the Judges of said Court:

The petition of Hugh V. Keiser, Committee of Aline Ada Keiser, non compos mentis, by Benjamin Michaelson and Wilbur R. Dulin, his solicitors, respectfully represents:

1. That the said Hugh V. Keiser and Aline Ada Keiser, his wife, are residents of the City of Washington, District of Columbia, and they are the owners, as tenants by the entireties, of a certain lot improved by a frame dwelling, situate, lying and being in the Eighth Election District of Anne Arundel County, at "Fair Haven", said Lot being designated as Lot #2, Square #7, Section 1 "Fair Haven_, and being the same property which was conveyed to the said Hugh V. Keiser and Aline A. Keiser, his wife, by Wilbur R. Dulin, attorney, Assignee, by deed dated January 21, 1939, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. No. 193, folio 348, said original deed being filed herewith, as a part hereof, marked "Petitioner's Exhibit A".

2. That, subsequently, the said Aline Ada Keiser, wife of your petitioner, was adjudicated by the District Court of the United States for the District of Columbia, as being of unsound mind, incapable of managing her own affairs, and she was committed to Saint Elizabeth's Hospital in the District of Columbia, for maintenance and treatment of her mental condition, all of which will clearly appear by reference to a certified copy of said proceedings being filed herewith and to be taken as a part hereof, marked "Petitioner's Exhibit B".

3. That, as a result of said lunacy proceedings, your petitioner was appointed a committee of the person and estate of the said Aline Ada Keiser, and he duly qualified as said committee by filing his bond as prescribed by the Court having jurisdiction in this cause, as will appear by reference to Exhibit B, hereinbefore mentioned.

4. That the said Aline Ada Keiser is still an inmate of Saint Elizabeth's Hospital, and she is incapable of managing her own affairs, as will appear by a certificate filed as a part of the record in this case.

5. That the property hereinbefore mentioned was used by your petitioner and his wife as a summer home until the said Aline Ada Keiser became mentally incompetent.

6. That, because of existing conditions, this property is no longer serviceable to its owners as a summer residence, it is an expense to them because of the necessity of paying taxes, insurance and costs of repairs, and it would be to the best interests and advantage of the said Aline Ada Keiser to have this property sold, to eliminate the expenses, and to have her interest in the proceeds invested for her benefit.

7. That your petitioner has obtained a purchaser for this property, and he has executed a contract of sale of said property with John E. Everett for the sum of $4750.00, which amount is considerably more than this property cost your petitioner, and its sale at this time would be a financial benefit to the said Aline Ada Keiser.

8. That your petitioner is advised that in order that a good and marketable title to said property may be conveyed to the purchaser, these proceedings should be instituted for the purpose of having a committee or trustee appointed and duly authorized to convey the

interest of the said non compos mentis, Aline Ada Keiser, in said property unto the purchaser thereof, and, as a consequence of this advice, your petitioner is filing this petition, as provided by Section 139 of Article 16 of Flack's Annotated Code of Maryland.

Wherefore, your petitioner prays:

1. That this Court declare and decree that the said Aline Ada Keiser is a person non compos mentis, and that your petitioner is her lawful Committee.

2. That this Court pass a decree appointing a Trustee or Trustees who shall have the authority to execute a deed, convey the interest of the said Aline Ada Keiser in the property hereinbefore mentioned unto John E. Everett and Margaret J. Everett, his wife, after due notice to creditors is published as provided by law.

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

And as in duty bound, etc.

Wilbur R. Dulin
Benjamin Michaelson
Solicitors for Petitioner

Hugh V. Keiser
Petitioner, and Committee of
Aline Ada Keiser.

Filed Sept. 30" 1943.

"PETITIONER'S EXHIBIT A"

(MD. STATE STAMPS $1.70) DEED

THIS DEED made this 21st day of January, 1939, by and between WILBUR R. DULIN, Attorney, Assignee, as hereinafter set forth, of Anne Arundel County, State of Maryland, party of the first part, hereinafter called Grantor, and HUGH V. KEISER and ALINE A. KEISER, his wife, of Washington, District of Columbia, party of the second part, hereinafter called Grantees.

WHEREAS, under and by virtue of the power contained in a mortgage from Henry H. Gorsuch and Margaret R. Gorsuch, his wife, dated the 28th day of October, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. #175, folio #212, and duly assigned to the said Wilbur R. Dulin, Attorney, for the purpose of foreclosure to make sale of the property therein described in case of default, and default having occurred thereunder, the said Wilbur R. Dulin, Attorney, as the Assignee of said mortgage, after having given bond with approved security and after having given due notice of the time, place, manner and terms of sale, and having complied with all of the other requisites of said mortgage and of the law for such cases made and provided, offered for public sale by public auction at the Court House Door in the City of Annapolis, Maryland, on Thursday, December 8, 1938 at 11:00 o'clock A.M., all of the property in said mortgage described; and the said Assignee then and there sold said property to the said Hugh V. Keiser and Aline A. Keiser, his wife, at and for the sum of $625.00, they being at that figure the highest bidders therefore, and

WHEREAS, the said sale has been duly reported to and finally ratified by, the Circiut Court for Anne Arundel County, and the purchase money fully paid, the said purchasers are entitled to receive a deed to said property. All as by reference to the proceedings in #7721 Equity, in the Circuit Court for Anne Arundel County, entitled "In The Matter of the Sale of the Mortgaged Real Estate of Henry H. Gorsuch and Margaret R. Gorsuch, his wife", as will more fully appear.

NOW THEREFORE, THIS DEED WITNESSETH, That for and in consideration of the sum of $10.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged, the

said Grantor does hereby grant, and convey unto the said Grantees, their heirs and assigns, as tenants by the entireties, all that lot of ground situate, lying and being in the Eighth Election District of Anne Arundel County, Maryland, more particularly described as follows:

ALL of Lot #2 in Square #7, Section 1, in the sub-division known as "Fair Haven", in the Eighth Election District of Anne Arundel County, Maryland, as per plat of same recorded in Plat Book F. S. R. #2, at folio 1, one of the Plat Books of said Anne Arundel County, Maryland.

BEING the same property which was conveyed to the said Henry H. Gorsuch and Margaret R. Gorsuch, his wife, by Irvin Owings, et al, by deed dated the 2nd day of August, 1929 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. #54, folio 353, and also being the same property assigned to the said Wilbur R. Dulin, Attorney, by assignment dated November 15, 1938, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. #175, folio #214.

TOGETHER with the buildings and improvements thereon and all the right, roads, waters, ways, privileges and appurtenances thereto belong or in anywise appertaining.

TO HAVE AND TO HOLD the above described property to and unto the proper use and benefit of the said Grantees, their heirs and assigns, as tenants by the entireties, in fee simple.

AND the said Grantor does hereby covenant that he will warrant specially the property conveyed and that he will execute such other and further assurances of the same as may from time to time be requisite.

IN WITNESS WHEREOF the Grantor has set his hand and seal.

WITNESS: Wilbur R. Dulin, Attorney (SEAL)

Elisabeth S. Ridgely Assignee

STATE OF MARYLAND: COUNTY OF ANNE ARUNDEL: SS:

I HEREBY CERTIFY that on this 21st day of January, 1939, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared WILBUR R. DULIN, Attorney, Assignee, and acknowledged the foregoing Deed to be his act.

AS WITNESS my hand and Notarial seal.

(NOTARIAL SEAL) Elisabeth S. Ridgely

Notary Public

Filed Sept. 30th., 1943.

PETITIONER'S EXHIBIT B.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA

To all to whom these presents come, Greeting:

UNITED STATES OF AMERICA District of Columbia ss:

BE IT REMEMBERED, That in the District Court of the United States for the District of Columbia, at the City of Washington, in said District, at the times hereinafter mentioned, among others are the following proceedings, to wit:

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE DISTRICT OF COLUMBIA Filed Sep 24 1941

Charles E. Stewart, Clerk

In the Matter of ALENE ADA KEISER

White-Age 51 Insanity No. 23061

Alleged Insane Person

ORDER OF ADJUDICATION AND COMMITMENT

This matter coming on to be heard by the Court, considering the petition filed herein and the report and recommendations of the Commission on Mental Health, acting under the direction of this Court, which, after having made an examination of the mental condition of Alene Ada Keiser, respondent, and having conducted a hearing, at which the respondent her relatives, friends and witnesses testified and were examined upon the issue of her mental condition and ability to pay the expense of maintenance and treatment in a hospital, found the respondent to be of unsound mind and in need of treatment in a hospital for her mental condition; and no demand for a trial by a jury or further hearing by the Court having been filed within five days as provided by law, it is by the Court, this 24th day of September 1941 ADJUDGED, DECREED AND ORDERED:

1. That Alene Ada Keiser be and she hereby is declared to be of unsound mind, incapable of managing her own affairs, is not a fit person to be at large or go unrestrained, and is a fit subject for commitment to a hospital for treatment of her mental condition.

2. That Alene Ada Keiser be and she hereby is committed to Saint Elizabeths Hospital for maintenance and treatment of her mental condition, until she can be safely discharged therefrom.

3. That Alene Ada Keiser is a resident of the District of Columbia, within the provisions of the Act of Congress, approved June 8, 1938, as amended.

4. That the expense of the maintenance and treatment of Alene Ada Keiser in Saint Elizabeths Hospital shall be borne and paid by the District of Columbia, until further order of this Court.

5. That Hugh Keiser, husband of the respondent, being able and having agreed to pay the expense of the maintenance and treatment of Alene Ada Keiser in Saint Elizabeths Hospital be and he hereby is authorized and directed to pay the amount thereof monthly to the District of Columbia until further order of this Court.

D. A. LUHRING

Justice

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE DISTRICT OF COLUMBIA Filed Dec 24 1941

CHARLES E. STEWART, Clerk.

In re Aline Ada Keiser Lunatic : Insanity No. 23,061

ORDER APPOINTING COMMITTEE

Upon consideration of the order of adjudication and commitment signed by this Court on September 24, 1941, and the petition for the appointment of a committee filed herein December 12, 1941, it is, by the Court, this 24th day of December, 1941,

ADJUDGED, ORDERED AND DECREED that Hugh V. Keiser be and he is hereby appointed Committee of the person and estate of the said Aline Ada Keiser, upon his giving an undertaking in the penal sum of $1,000.00 conditioned for the faithful performance of his trust.

Daniel W. O'Donoghue

Justice

In the District Court of the United States for the District of Columbia Filed Dec 30,1941

CHARLES E. STEWART, CLERK.

In re: Aline Ada Keiser Lunatic No. 23,061

KNOW ALL MEN BY THESE PRESENTS, That whereas the undersigned Hugh V. Keiser of 4807 Arkansas

Avenue, N W, Washington, District of Columbia, has been duly appointed, by order of the District Court of the United States for the District of Columbia made on the 24th day of December, 1941, in the above-entitled cause therein pending, Committee of the person and estate of said incompetent and required thereby to give an undertaking, under seal, in the maximum amount of one thousand dollars, fixed by the Court, conditioned as by law and said order required: And whereas the condition of this undertaking is that the said Hugh V. Keiser shall well and truly perform his duties as such Committee and in all things obey such order as the Court shall make in the premises:

We, therefore, the undersigned, Hugh V. Keiser as principal and The Home Indemnity Company as surety appearing and submitting to the jurisdiction of the Court, hereby undertake for ourselves and each of us, our and each of our heirs, executors, administrators, successors, and assigns to abide by and perform the order of the Court in the premises, and do further agree that upon default by the said principal in any of the conditions hereof, the damages, not exceeding the sum aforesaid, may be ascertained in such manner as the Court shall direct; that the Court may give judgment hereon in favor of any person thereby aggrieved against us for the damages suffered or sustained by such aggrieved party and that such judgment may be rendered in said cause against all or any of us whose names are hereto signed:

Signed, sealed, and delivered in the
presence of --

Clem E. Markham
Mabel B. Carr
Virginia Prince
Louise Demarest

Hugh V. Keiser (SEAL)
The Home Indemnity Company (SEAL)
By Erva P. McKinney (SEAL)
Attorney-in-Fact

Surety approved this 30th day of December, 1941

Surety holds authority from Secy. of Treas. to do business in D. C. and has a process agent therein.

CHARLES E. STEWART, Clerk
By W. F. McAleer Dep. Clerk

AUTHENTICATION

DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA:

I, CHARLES E. STEWART, Clerk of the said Court, do hereby certify that the writings annexed to this certificate are true copies of originals on file and of record in said Court in this cause. (Committee's undertaking this day in full force and effect.)

Witness my hand and the seal of said Court, this 28th day of April, 1943

(DISTRICT COURT SEAL) C E Stewart, Clerk

I, James W. Morris, Presiding Justice of said Court, do hereby certify the foregoing attestation by CHARLES E. STEWART, Clerk of the said Court, to be in due form.

Witness my hand this 28th day of April, 1943

Jas. W. Morris
Presiding Justice.

I, CHARLES E. STEWART, Clerk of said Court, hereby certify that the Honorable James W.

Morris, whose genuine signature is subscribed to the foregoing certificate, was at the time of signing and attesting the same Presiding Justice of said Court duly commissioned and qualified.

Witness my hand and the seal of said Court, this 28th day of April, 1943.

(DISTRICT COURT SEAL) C E Stewart, Clerk.

Filed Sept. 30th., 1943.

Certificate Filed Sept. 30" 1943

Federal Security Agency #47,630

SAINT ELIZABETHS HOSPITAL

Washington, D. C., 20

September 24, 1943

In Re: Mrs. Alene A. Keiser

Mr. Frederick G. Umhau Attorney and Counsellor at Law

Suite 932 - Southern Building Washington, D.C.

Dear Sir:

We have your letter of September 23, regarding our patient, Mrs Alene (your spelling, Aline) A. Keiser.

Mrs. Keiser remains as a patient under our care and is not capable of handling her affairs. She was adjudged of unsound mind on September 24, 1941 under Lunacy No. 23,061 in the District Court.

We do not customarily supply certificates such as you specify and it is suggested that you may prefer to secure a copy of the order of court declaring Mrs. Keiser of unsound mind and committing her here under the above noted Insanity No. 23061.

Very truly yours,

Riley H. Guthrie

First Assistant Physician

Filed Sept. 30" 1943.

DECREE FOR SALE Oct. 4, 1943

This cause having been submitted on petition and exhibits, and the parties in interest having been heard, and the Court having fully considered the proceedings.

It is thereupon this 4th day of October, 1943, by the Circuit Court for Anne Arundel County, in equity, adjudged, ordered and decreed that, as it appears to the Court that it is for the best interest of the said non compos mentis, Aline Ada Keiser, that the property mentioned in these proceedings be sold, Benjamin Michaelson and Wilbur R. Dulin be, and they are hereby appointed trustees to consummate the private sale of said property to John E. Everett and Margaret J. Everett, his wife, for the sum of $4750, but before proceeding with said sale the said trustees shall first file with the Clerk of this Court a bond to the State of Maryland executed by them and a surety or sureties to be approved by this Court, or the Clerk thereof, in the penalty of $5000 conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any further decree or order in the premises, they shall them proceed to make the said private sale to John E. Everett and Margaret J. Everett, his wife, for the cash sum of $4750, and as soon thereafter as may be convenient, they shall report to this Court a full and particular account of their proceedings relative to said sale, with an affida-

vit annexed of the truth thereof, and of the fairness of said sale; and said trustees shall further publish a notice to creditors, to file claims, if any they may have, within thirty days after the date of the first publication of said notice to creditors; and upon obtaining the Court's ratification of the sale, and on 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 said purchasers, John E. Everett and Margaret J. Everett, their heirs and assigns, all of the right, title and interest of the said Aline Ada Keiser, and of those claiming by, from or under her, in and to said property, free and clear of any and all claims of said persons against the same.

And the said trustees shall bring unto this Court the money arising from said sale to be applied or disbursed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Ridgely P. Melvin
Chief Judge.

Filed Oct. 4" 1943.

Bond -Filed & Approved this 5th day of October 1943. John H. Hopkins, 3rd., Clerk.

EAGLE INDEMNITY COMPANY

KNOW ALL MEN BY THESE PRESENTS, That We, Benjamin Michaelson and Wilbur R. Dulin, as PRINCIPALS 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 Five 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 Fifth day of October, Nineteen Hundred and Forty-three.

WHEREAS, by virtue of a decree passed by the Circuit Court for Anne Arundel County entitled "In the Matter of Aline Ada Keiser, non compos mentis, and a non-resident, Equity No. 8557 bearing date on or about the 4th day of October, Nineteen Hundred and Forty-three the said Benjamin Michaelson and Wilbur R. Dulin, Trustees, are authorized and empowered to make sale of the property described in said decree, and the said Benjamin Michaelson and Wilbur R. Dulin, Trustees are about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Benjamin Michaelson and Wilbur R. Dulin, Trustees, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such property or the proceeds thereof, and, shall abide by and perform any further decree that may be passed in the premises, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Test:
Lina J. Harper

Benjamin Michaelson (SEAL)
Wilbur R. Dulin (SEAL)

(CORPORATE SEAL)

EAGLE INDEMNITY COMPANY
By: Benjamin Michaelson
Attorney-in-fact

Filed Oct. 5" 1943.

In the Matter of Aline Ada Keiser, Non Compos Mentis, and a Non-Resident.

No. 8557 Equity
In the Circuit Court for
Anne Arundel County.

REPORT OF SALE and ORDER NISI THEREON.

To the Honorable, the Judges of said Court:

The Report of Sale of Wilbur R. Dulin and Benjamin Michaelson, Trustees duly appointed by this Court, to make private sale of the property herein, respectfully represents:

1. That, pursuant to the authority vested in said Trustees, by a decree of this Court dated October 4, 1943, said trustees, after having filed their bond in the sum of $5,000.00 with the Clerk of the Court, proceeded to make private sale of the property mentioned in these proceedings and they sold the same to John E. Everett and Margaret J. Everett for the sum of $4,750.00, on November 19, 1943, said price being the highest offer obtainable.

2. That said purchasers have made a deposit of $500 on account of the purchase price and have agreed to pay the balance in cash upon final ratification of the sale.

Respectfully submitted.

Wilbur R. Dulin
Benjamin Michaelson
Trustees.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 22nd day of November, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson and Wilbur R. Dulin, Trustees named in the above Report of Sale, and they 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 their knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Lina Johnson
Notary Public.

NOTICE TO CREDITORS

Notice is hereby given that all persons having claims against the property and estate of Aline Ada Keiser should file their claims, properly authenticated, with the Clerk of the Circuit Court for Anne Arundel county, on or before the 27th day of December, 1943; otherwise said claims shall be excluded, by law, from payment.

Benjamin Michaelson
Wilbur R. Dulin,
Trustees.

Certificate of Publication

Annapolis, Md., Dec. 28, 1943.

We hereby certify, that the annexed Notice to Creditors - Aline Ada Keiser - 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 Dec.,1943. The first insertion being made the 24th day of Nov. 1943.

THE CAPITAL-GAZETTE PRESS, INC.
By I. Scott

ORDER NISI.

Ordered, this 23rd., day of November, 1943, That the private sale of the Real Estate mentioned in these proceedings made and reported by Benjamin Michaelson and Wilbur R. Dulin, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th., 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 24th., day of December next.

The report states the amount of sales to be $4,750.00

John H. Hopkins, 3rd., Clerk.

Filed Nov. 23" 1943.

Certificate of Publication Annapolis, Md., Dec. 28, 1943.

We hereby certify, that the annexed Order Nisi - Equity 8557 - Aline Ada Keiser was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of Dec., 1943. The first insertion being made the 24th day of Nov., 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By I. Scott

ORDERED BY THE COURT, This 29th day of December, 1943 that the private sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Ridgely P. Melvin

Filed Dec. 29" 1943

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 Aline Ada Keiser, non compos mentis, a non-resident in ac. with

Benjamin Michaelson and Wilbur R. Dulin, Trustees

To Trustees for Commissions	$	$ 172.50
To Trustees for Court costs, viz:		
Plaintiff's Solicitors' appearance fee	10.00	
Clerk of Court - costs	18.75	
Auditor - stating this account	9.00	37.75
To Trustees for Expenses, viz:		
Capital-Gazette Press - notice to creditors	5.00	
Capital-Gazette Press - Order nisi on report of sale	5.00	
Capital-Gazette Press - Order nisi on auditor's acct.	5.00	
Eagle Indemnity Co. - bond premium	20.00	

To	Benjamin Michaelson - legal services - Order 1/17/44	$ 125.00	$
	Lina M. Johnson - notary fee	.75	
	One-half Federal revenue stamps	2.75	
	One-half State revenue stamps	2.40	165.90
To	Hugh V. Keiser, and Hugh V. Keiser, Committee of Aline A. Keiser, non compos mentis - this balance		4,373.85
			$4,750.00
Cr.	Nov. 19 1943 Proceeds of private sale		$4,750.00

ORDER NISI.

ORDERED, This 21st day of January, 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 23rd., 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 23rd., day of February next.

John H. Hopkins, 3rd., Clerk.

Filed Jany. 21" 1944

CERTIFICATE OF PUBLICATION

Annapolis, Md., Feb. 24, 1944

We hereby certify, that the annexed Order Nisi - Auditor's Account - Equity #8557 - 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 February, 1944. The first insertion being made the 24th day of January, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By Ellen Cole

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of February, 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 Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark

Judge.

Filed Feby. 24" 1944.

For further proceedings in this case see Equity J.H.H. No. 61 - Folio 25 etc.

In the Matter of the Petition	:	No. 8499 Equity
of	:	In the Circuit Court for
Elizabeth Lupperger for the change of name.	:	Anne Arundel County

PETITION Order March 29, 1943.

To the Honorable, the Judges of said Court:

The Petition of Elizabeth Lupperger respectfully shows:

FIRST: That she is a resident of Anne Arundel County, State of Maryland, temporarily employed in the District of Columbia.

SECOND: That she was born on the 8th day of June, 1907, the daughter of Anna Lupperger.

THIRD: That her mother, the said Anna Lupperger, intermarried with one Joseph Klein while your Petitioner was an infant.

FOURTH: That your Petitioner has never used the name of "Lupperger" and has used the name of her stepfather, to-wit: Klein, during her entire life, and that if she now attempted to use her correct name of Elizabeth Lupperger, it would create considerable confusion in her employment and among her friends.

THEREFORE, your Petitioner prays this Honorable Court to pass an Order, changing your Petitioner's name from Elizabeth Lupperger to Elizabeth Klein.

And as in duty bound, etc.,

R. Tilghman Brice III,
Solicitor

Elizabeth Lupperger
Petitioner

DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY, That on this 9th day of March in the year nineteen hundred and forty-three, before me, the subscriber, a Notary Public of the District of Columbia, in and for the said District aforesaid, personally appeared ELIZABETH LUPPERGER, Petitioner named in the within Petition and 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 her knowledge and belief.

AS witness my hand and Notarial seal.

(NOTARIAL SEAL)

Winslow M. Gauley
Notary Public

My Commission Expires February 13, 1947

Filed March 29" 1943.

ORDER

Upon the Foregoing Petition and Affidavit, It is this 29th day of March, 1943, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, ADJUDGED, and DECREED, that the name of Elizabeth Lupperger of Anne Arundel County, State of Maryland, be and the same is hereby changed from Elizabeth/Klein to Elizabeth Lupperger as was prayed in said Petition, and that the said Petitioner pay the costs of these proceedings to be taxed by the Clerk.

Ridgely P. Melvin
Chief Judge.

Filed March 29" 1943

James S. Pennington, Assignee	:	No. 7332 Equity
vs.	:	In the Circuit Court
Harvey O'Neill Webster and Sophia M. Webster,	:	for
his wife.	:	Anne Arundel County

SHORT ASSIGNMENT OF MORTGAGE

THIS MORTGAGE, Made this 24th day of April in the year nineteen hundred and twenty-four between Harvey O'Neill Webster and Sophia M. Webster, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, of the first part, and The Clifton Savings Bank of Baltimore City, a body corporate, of the State of Maryland, of the second part.

WHEREAS, said Mortgagors owe and stand indebted unto the said Mortgagee, in the full and just sum of Forty-five Hundred Dollars ($4500.00) (being for balance of purchase money upon the property hereinafter described) and said Mortgagors have passed unto said Mortgagee a promissory note of even date herewith, for said sum of money, made by said Mortgagors and payable to the order of the said Mortgagee, in gold coin of the United States of the present standard of weight and fineness, and for interest on said sum of money, said Mortgagors have passed unto said Mortgagee their two several promissory notes of even date herewith, made by said Mortgagors for the sum of One Hundred and Thirty-five Dollars ($135.00) each, and payable to the order of the said Mortgagee, in gold coin of the United States of the present standard of weight and fineness, in six and twelve months after date respectively, and in order to secure the payment of said notes, as they shall respectively mature, these presents are executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of one Dollar, the said Harvey O'Neill Webster and Sophia M. Webster, his wife, do grant and assign unto The Clifton Savings Bank of Baltimore City, its successors and assigns, all that lot or parcel of ground situate and lying in Anne Arundel County aforesaid, known as No. 20 and the easternmost half of Lot No. 21 as shown on the Plat of the Southern Realty Company, Incorporated, filed among the Land Records of Anne Arundel County in Plat Book No. 1, folio 4, and more fully described, as follows:

BEGINNING for the same at a point formed by the intersection of the south side of Maple Avenue and the west side of Maryland Avenue as laid down on said plat and running westerly binding on the south side of Maple Avenue eighty-seven feet, eight inches; thence southerly at right angles with Maple Avenue one hundred and forty-five feet; thence easterly parallel with Maple Avenue twenty-seven feet; thence northerly in a straight line binding on Maple Avenue to the place of beginning. Being lot No. 20 and the easternmost half of Lot No. 21 as laid down on said plat.

BEING the same lot of ground described in a deed of even date herewith and intended to be recorded prior hereto among the Land Records of Anne Arundel County from Dennis W. Turner and Ida J. R. Turner, his wife, to the said Harvey O'Neill Webster.

See also deed dated March 29th, 1917 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 131, folio 138, etc., from Charles E. Sanders to the said Harvey O'Neill Webster.

It is mutually understood and agreed that the property covered by this mortgage may not be sold, transferred, conveyed or disposed of without the consent in writing of said Mortgagee first had and obtained, and in the event thereof without such consent the entire amount due hereunder shall immediately become due and payable and this mortgage shall be in default.

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 Clifton Savings Bank of Baltimore City, its successors and assigns, forever.

PROVIDED, that if the said Harvey O'Neill Webster and Sophia M. Webster, his wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Forty-five Hundred Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, The Clifton Savings Bank of Baltimore City 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 Harvey O'Neill Webster and Sophia M. Webster, 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 The Clifton Savings Bank of Baltimore City, its successors or assigns, or William Duncan, its or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee its or 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 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 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 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 commis-

sions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its or their personal representatives or assigns, or William Duncan, its or their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and 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 Harvey O'Neill Webster and Sophia M. Webster, 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, or their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-five Hundred Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, its or their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its or their personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

Test:

Carrie Woodfall

Harvey O'Neill Webster (SEAL)

Sophia M. Webster (SEAL)

STATE OF MARYLAND, Baltimore City, to wit:

I Hereby Certify, that on this 24th day of April in the year nineteen hundred and twenty-four before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Harvey O'Neill Webster and Sophia M. Webster, his wife, the Mortgagors named in the aforegoing Mortgage and each acknowledged the aforegoing Mortgage to be their respective act. At the same time also appeared John A. Gebelein, President 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.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Carrie Woodfall

Notary Public.

For value received The Clifton Savings Bank of Baltimore City hereby assigns the within mortgage to James S. Pennington.

As witness the corporate seal of The Clifton Savings Bank of Baltimore City and the signature of John A. Gebelein, its President, this 2nd day of February, 1937.

Witness:

Jno S Taylor, Treas.

(CORPORATE SEAL)

Clifton Savings Bank of

Baltimore City

By: John A. Gebelein President.

Received for Record 3rd day of Feby. 1937, at 10 o'clock A.M. and same day recorded in Liber W.N.W. No. 88, Fol. 93, Land Records of Anne Arundel County.

Frank A. Munroe, Clerk

Filed Feby. 3rd. 1937

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage Claim of James S. Pennington, Assignee, under the mortgage from Harvey O'Neill Webster and Sophia M. Webster, his wife, to The Clifton Savings Bank of Baltimore City, dated April 24th, 1924, recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 88, folio 89 (Assignment to James S. Pennington dated February 3rd, 1937, recorded among the Land Records of Anne Arundel County.

Mortgage	$4500.00
Interest October 24th.1933	
to March 2nd, 1937	849.26
Taxes paid	402.05
Six years Water rent	153.36
Insurance	51.30
Total	$5955.97

James S. Pennington Assignee

State of Maryland, City of Baltimore, ss:

I hereby certify, that on this 20th day of February, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared James S. Pennington, Assignee, the plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Charlotte H. Debelius

Notary Public.

Filed Feby. 23" 1937

Bond--Filed & Approved this 25" day of Feby. 1937, Frank A. Munroe, Clerk

KNOW ALL MEN BY THESE PRESENTS:

That we, James S. Pennington, Fidelity Building, Baltimore, Maryland, as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SIX THOUSAND AND 00/100 ($6,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, 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 February in the year of our Lord one thousand nine hundred thirty-seven.

Whereas, the above bounden James S. Pennington by virtue of the power contained in a mortgage from Harvey O'Neill Webster and Sophia M. Webster, his Wife to Clifton Savings Bank of Baltimore City bearing date the Twenty-fourth day of April, 1924 and recorded among the mortgage records of Anne Arundel County in Liber W.N.W. No. 88 Folio 89 and duly assigned of record to said James S. Pennington for the purpose of foreclosure, who is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden James S.

Pennington do and shall well and truly 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 James S. Pennington 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
Charlotte H. Debelius
As to Surety: By G. Gillis

(CORPORATE SEAL)

James S. Pennington (SEAL)
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By E. V. Shockley, Attorney-in-Fact.

Filed February 25" 1937.

James S. Pennington, Assignee
vs.
Harvey O'Neill Webster and
Sophia M. Webster, his wife

No. 7332 Equity
In the Circuit Court
for
Anne Arundel County

REPORT OF SALE

To the Honorable, the Judge of said Court:

The Report of Sale of James S. Pennington, Assignee of the mortgage filed in the above named cause, respectfully shows:

That under the powers conferred upon him by said mortgage and after having given bond with security for the faithful discharge of the trust reposed in him as said Assignee, in said mortgage, which bond was duly approved, and after giving notice for more than three successive weeks of the time, place and manner and terms of sale, by advertisement inserted in "the Maryland Gazette", a weekly newspaper published in Anne Arundel County (a copy of which advertisement is hereto attached and made a part of this Report), the said Assignee of the mortgage did, pursuant to said notice, on Tuesday, March 2nd, 1937, at 3:00 o'clock p.m., attend on the premises, and then and there sold unto The Clifton Savings Bank of Baltimore City, at and for the price of Forty-five Hundred Dollars ($4500.00), said purchaser being then and there the highest and best bidder therefor, the said mortgaged property, with the improvements thereon, as described by the advertisement aforesaid, and by the mortgage filed in this cause, said lot of ground being described as follows:

Known as Lot No. 20 and the easternmost half of Lot No. 21 as shown on the Plat of the Southern Realty Company, Inc. filed among the Land Records of Anne Arundel County in Plat Book No. 1, folio 4, and being more fully described in the copy of the advertisement attached hereto.

That the sale was fairly made and that the property sold for the most money that could be obtained therefor.

And as in duty bound, etc.

James S. Pennington Assignee.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 2nd day of March, 1937, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, aforesaid, personally appear-

ed James S. Pennington, Assignee of the mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As Witness, my hand and Notarial Seal.

(NOTARIAL SEAL) Charlotte H. Debelius

Notary Public

ADVERTISEMENT OF SALE

James S. Pennington, Attorney, 1510 Fidelity Bldg., Baltimore, Md.

ASSIGNEE'S SALE of valuable Fee Simple Property Greenwood Road and Maryland Avenue, Linthicum Heights, Maryland.

By virtue of the power and authority contained in a mortgage from Harvey O'Neill Webster and Sophia M. Webster, his wife, to The Clifton Savings Bank of Baltimore City, dated April 24th, 1924, recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 88, folio 89, being duly assigned to James S. Pennington (default having occurred thereunder), the undersigned Assignee will sell at Public Auction on the premises on Tuesday, March 2, 1937, at 3:00 o'clock, P.M., all that lot or parcel of ground situate and lying in Anne Arundel County, known as Not No. 20 and the easternmost half of Lot No. 21 as shown on the Plat of the Southern Realty Company, Incorporated, filed among the Land Records of Anne Arundel County in Plat Book No. 1, folio 4, and more fully described as follows:

Beginning for the same at a point formed by the intersection of the south side of Greenwood Road (formerly Maple Avenue) and the west side of Maryland Avenue as laid down on said plat and running westerly binding on the south side of Greenwood Road eighty-seven feet, eight inches; thence southerly at right angles with Greenwood Road one hundred and forty-five feet; thence easterly parallel with Greenwood Road twenty-seven feet; thence northerly in a straight line binding on Maryland Avenue to the place of beginning. Being Lot No. 20 and the easternmost half of Lot No. 21 as laid down on said plat.

Subject to certain restrictions which will be announced at the time of sale.

Improved by a two story frame cottage with attic and with sun parlor.

TERMS OF SALE: --One-third cash, balance in six and twelve months, or all cash, as the purchaser may elect at the time and place of sale; credit payments to bear interest at 6 per cent from date of sale and secured to the satisfaction of the undersigned Assignee. A cash deposit of $300.00 required of purchaser at time and place of sale. Taxes and other lawful charges adjusted to day of sale.

Sam W. Pattison & Company, James S. Pennington

Auctioneers. Assignee.

ORDER NISI.

Ordered, this 4th day of March, 1937, That the sale of the property mentioned in these proceedings made and reported by James S. Pennington, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of April next.

The report states that the amount of sales to be $4500.00

Frank A. Munroe Clerk

Filed March 4" 1937.

Certificate of Publication Annapolis, Md., May 18, 1937

We hereby certify, that the annexed Order Nisi - Sale - Equity 7332 - Harry O'Neill Webster and wife was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of April, 1937. The first insertion being made the 11th day of March, 1937.

THE CAPITAL-GAZETTE PRESS, INC.

By Adaline S. Moss

ORDERED BY THE COURT, This 10th day of October, 1942 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed as of May 27, 1937, 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

Filed October 10" 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. James S. Pennington, Assignee, vs. Harvey O'Neill Webster and Wife in ac. with James S. Pennington, Assignee

To Assignee for fee	$ 100.00	$
To Assignee for commissions	165.68	265.68
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - court costs	12.80	
Auditor	9.00	31.80
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale Order nisi on	28.00	
Capital-Gazette Press - report of sale Order Nisi on	5.00	
Capital-Gazette Press - auditor's acct.	5.00	
Fidelity & Deposit Co. - bond premium	24.00	
Sam W. Pattison & Co. - auctioneer	20.00	
Clerk of Court - recording assignment	.75	
Notary fees	.50	83.25
To The Clifton Savings Bank of Baltimore City, mortgagee - this balance on account mortgage claim		4,234.22
		$4,614.95

Amount of mortgage claim filed	$ 5,955.97
Cr. Amount allowed as above	4,234.22
Balance subject to decree in personam	$1,721.75

Cr. Mar. 2 1937	Proceeds of Sale		$4,500.00
	Interest on deferred payment to 4/10/37		22.50
			4,522.50
	Refund 1937 State and County taxes and water and sewer benefit charges adjusted to day of sale		92.45
			$4,614.95

ORDER NISI.

ORDERED, This 25th, day of February, 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 29th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th., day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feby. 25" 1943

Certificate of Publication

Annapolis, Md., April 3, 1943.

We hereby certify, that the annexed Order Nisi - No. 7332 - James S. Pennington versus Harvey O'Neill Webster and wife was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of March, 1943. The first insertion being made the 4th 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 2nd day of March, 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 Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark

Filed March 2" 1944

RELEASE TO MORTGAGORS

Mr. Clerk:

Whereas Harvey O'Neill Webster and Sophia M. Webster, his wife, have filed exceptions to the ratification of the report and account of the Auditor filed on the 25th day of February, 1943, in these proceedings;

And whereas, it is the desire of all the parties to amicably adjust their differences without further litigation;

Now therefore witnesseth this Release;

Clifton Savings Bank of Baltimore City, mortgagee in a mortgage dated the 24th day of April, 1924, recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 88, folio 89, in which mortgage Harvey O'Neill Webster and Sophia M. Webster, his wife, are

the mortgagors, and which mortgage was assigned on the 2nd day of February, 1937, to James S. Pennington, being the same mortgage mentioned in these proceedings, and James S. Pennington, the assignee of said mortgage, in consideration of the sum of Twenty-five Dollars, ($25.00) paid unto the said Clifton Savings Bank of Baltimore City and James S. Pennington, the receipt whereof is hereby acknowledged have remised, released and forever discharged, and by these presents do for ourselves and our respective heirs, executors, administrators and assigns, remise, release and forever discharge the said Harvey O'Neill Webster and Sophia M. Webster, his wife, their heirs, executors and administrators of and from all and every manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, contoversies, agreements, premises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, which against the said Harvey O'Neill Webster and Sophia M. Webster, his wife, we ever had, now have, or which we or our respective heirs, executors, administrators or assigns, hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of these presents, and more specifically releasing and discharging the said Harvey O'Neill Webster and Sophia M. Webster, his wife, their heirs, executors and administrators, from all and any claims or demands of the said Clifton Savings Bank of Baltimore City and the said James S. Pennington, their respective heirs, executors and administrators and assigns, under the terms, covenants and conditions of the mortgage from Harvey O'Neill Webster and Sophia M. Webster, his wife, to the Clifton Savings Bank of Baltimore City, which mortgage is recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 88, folio 89, and mentioned in these proceedings, for any decree in personam, deficiency judgment or any other liability of whatever kind, nature or description.

IN WITNESS WHEREOF, I, James S. Pennington, have set my hand and seal and witness the seal of the Clifton Savings Bank of Baltimore City, a body Corporate and its signature by Henry Rapp, its Vice President.

Signed and delivered in the presence of:

James S. Pennington (SEAL)

(CORPORATE SEAL CLIFTON SAVINGS BANK OF BALTIMORE CITY

By Henry Rapp Vice President

Jno. S. Taylor Sec'y.

Mr. Clerk:

Please file the above release in these proceedings.

James S. Pennington

Solicitor for Plaintiff

Filed Nov. 3rd., 1943

In the Matter of the Sale of the Mortgaged	:	No. 8562 Equity
Real Estate of	:	In the Circuit Court for
Frederick W. Malet and Susie Malet, his wife.	:	Anne Arundel County.

ORIGINAL MORTGAGE

THIS MORTGAGE, Made this 20th day of October in the year nineteen hundred and thirty-two between FREDERICK W. MALET AND SUSIE MALET, HIS WIFE, of Anne Arundel County in the State of Maryland, Mortgagors, and The SHIPLEY BUILDING AND LOAN ASSOCIATION, INCORPORATED, of the second part a body corporate, duly incorporated, Mortgagee:

WHEREAS, the said Frederick W. Malet and Susie Malet, his wife, being members of said body corporate, have received therefrom an advance of Eleven Hundred and Seventy Dollars ($1170.00) on Nine (9) shares of its stock, the execution of this mortgage having been a condition precedent to the granting of said advance

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of one dollar, the said Frederick W. Malet and Susie Malet, his wife, do grant, assign and convey unto the said mortgagee, its successors and assigns, all those two lots of ground situate and lying in Anne Arundel County and described as follows:

BEGINNING for the same at the West corner of Margate Drive and Westfield Road, as laid out on the Plat of Margate, hereinafter referred to; thence Northwesterly along the Southwest side of Margate Drive Two Hundred and Twenty (220) feet to the Southeast side of Lot Number 180; thence Southwesterly along the Southeast side of Lot Number 180, Three Hundred and Thirty-seven and Sixty-two One-hundredths (337.62) feet to the Northeast side of Lot Number 262; thence Southeasterly along the Northeast side of Lot Number 262, and at right angles to the last mentioned line, Two Hundred and Thirty-nine and Fifty-three One-hundredths (239.53) feet to the Northwest side of Westfield Road, thence Northeasterly along the Northwest side of Westfield Road Three Hundred and Fifty and Sixty-five One hundredths (350.65) feet to the place of beginning.

BEING Lots Numbers 178 and 179, as laid out on the Plat of Margate subdivided by the Cityco Realty Company of Baltimore City, and recorded among the Land Records of Anne Arundel County in Plat Book F. S. R. No. 3, folio 3.

BEING ALSO the same two lots of ground that were conveyed to Frederick W. Malet and Susie Malet, his wife, by the Cityco Realty Company of Baltimore City, by deed bearing date October, 20th 1932

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

TO HAVE AND TO HOLD the said _____ with the improvements and appurtenances aforesaid, unto The Shipley Building and Loan Association, Incorporated, its successors and assigns,

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

AND the said Frederick W. Malet and Susie Malet, his wife, for themselves, their heirs, personal representatives and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows: that is, to pay weekly to the said mortgagee, its successors or assigns, the sum of Two Dollars and Twenty Five Cents ($2.25) as dues until

the said sum of Eleven Hundred and Seventy Dollars shall be repaid; and also to pay weekly, at the time and place specified by the mortgagee, the sum of One Dollar and Thirty Five Cents as interest until the sum of One Hundred and Thirty dollars shall be repaid in weekly dues, when the said weekly payments of interest shall be reduced fifteen cents; and so on, and as often as One Hundred and Thirty dollars shall be so repaid in dues, the weekly payments of interest shall be so reduced fifteen cents; to pay all fines and penalties that may be imposed upon them by said mortgagee in accordance with its charter, constitution or by-laws, which by-laws are hereby made a part hereof; to pay all taxes and water rent, and other public dues and charges for which the property hereby mortgaged is now or may become liable, when payable, and for the purpose of paying the same the said mortgagors hereby covenant to pay weekly to the said mortgagee, its successors and assigns, the sum of One Dollar and Fifty Cents which the said mortgage shall from time to time apply to the payment of said expenses, and in the event that said sum should in any year during the continuance of this mortgage be insufficient to pay said expenses, then the said mortgagors will on demand pay the difference, but should said sum be more than sufficient, the excess shall be credited to the mortgagors

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

AND it is agreed that until default be made in the premises, the said mortgagors, their heirs, personal representatives or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable.

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

IT IS FURTHER AGREED, that in case the mortgagors cease to own, sell, transfer, or dispose of the within described property, without first obtaining the assent in writing of the mortgagee, then the unpaid balance shall immediately become due, and in default of payment this mortgage may be foreclosed. AS WITNESS the hands and seals of the mortgagors.

Test:

A. Howell Linthicum

Frederick W. Malet (SEAL)

Susie Malet (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I HEREBY CERTIFY, that on this 20th day of October in the year nineteen hundred and thirty-two before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid personally appeared Frederick W. Malet and Susie Malet, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared William J. Grimm the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) A. Howell Linthicum

Notary Public.

For value received and without recourse to the assignor, the Shipley Building & Loan Asscciation, Inc. does hereby assign unto the Glen Burnie Savings & Loan Association of Anne Arundel County the within mortgage and the mortgage debt thereby secured.

AS WITNESS the hand of William J. Grimm, the president of the Shipley Building & Loan Asscciation, Inc. with the seal of the assignor affixed, this 4th day of August 1937

Attest: (CORPORATE SEAL) THE SHIPLEY BUILDING & LOAN ASSOCIATION, INC.

John K. Odenwald By Wm J. Grimm

Secretary President

Received for Record 10" day of Aug. 1937, at 12 o'clock M. and same day recorded in Liber F. S. R. No. 105, Folio 380, Land Records of Anne Arundel County.

Frank A. Munroe,

For Value Received the Glen Burnie Savings & Loan Association hereby assign the within mortgage to Robert E. Kindred, Attorney for the purpose of foreclosure this 6th day of October, 1943.

Attest: (CORPORATE SEAL) The Glen Burnie Savings & Loan Association

Fred W. Kuethe By Jos. D. Groh, President.

Received for Record 11 day of Oct. 1943, at 10-15 o'clock A.M. and the same day recorded in Liber F. S. R. No. 105, Fol. 380, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Filed Oct. 11" 1943.

Bond --Filed & Approved this 11th., day of October 1943. John H. Hopkins, 3rd.,Clerk.

KNOW ALL MEN BY THESE PRESENTS: That we, Robert E. Kindred, Assignee under a mortgage filed in these proceedings as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland,as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of one thousand Dollars ($1,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, ---------- our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 8th, day of October, in the year of our Lord, nineteen hundred and forty three

WHEREAS, the above bounden Robert E. Kindred, Assignee by virtue of the power contained in a mortgage from Frederick W. and Susie Malet to The Shipley Building and Loan Association bearing date the twentieth day of October, 1932 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 105 Folio 378 and duly assigned to The Glen Burnie Savings & Loan Association of Anne Arundel County on the 4th, day of August 1937, duly recorded in Liber F. S. R. No. 105, folio 380 is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Robert E. Kindred, Assignee aforesaid 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 Harold T. Axtell, Attorney-in-Fact

Filed Oct. 11" 1943

In the Matter of the Sale of the
Mortgaged Real Estate of
Frederick W. Malet and Susie Malet, his wife.

No. 8562 Equity
In the Circuit Court for
Anne Arundel County

STATEMENT

October 11, 1943.

To Principal Account	$633.07
To interest to November 16, 1943	40.25
	$673.32

Mortgage account No. 1943

Filed Oct. 11" 1943

REPORT OF SALE & AFFIDAVIT.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE REPORT of Robert E. Kindred, Attorney-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, November 9th, 1943, at 11:00 o'clock A. M. and then and there proceeded to sell said real estate mentioned as follows:

ALL those lots of ground situate, in Margate, in the Fifth Election District of Anne Arundel County, and laid out on the Plat of Margate in Plat Book F. S. R. No. 3, folio 3, at the corner of Margate Drive and Westfield Road. Known as Lots Nos. 178 and 179.

PROPERTY is improved by a five room one and one half story frame dwelling.

He offered said land and improvements for sale and sold same to Howard M. Pumphrey, at and

for the sum of FIFTEEN HUNDRED ($1500.00) DOLLARS, he being then and there the highest bidder for said property.

AND as in duty bound etc.

Robert E. Kindred

Attorney- Assignee

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 12th day of November, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Robert E. Kindred, Assignee, 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.

(NOTARIAL SEAL)

Viola Kindred

Notary Public

ORDER NISI.

Ordered, this 16th., day of November, 1943, That the sale of the property mentioned in these proceedings made and reported by Robert E. Kindred, Attorney-Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

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

John H. Hopkins, 3rd., Clerk.

Filed Nov. 16" 1943

Certificate of Publication Annapolis, Md., Jan. 4, 1944

We hereby certify, that the annexed Order Nisi - Equity 8562 - Frederick W. Malet & wife was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of December, 1943. The first insertion being made the 18th day of November, 1943.

The Capital-Gazette Press, Inc.
By Ellen Cole

ORDERED BY THE COURT, This 4th day of January, 1944 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 C.J.

Filed Jan. 4, 1944

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Petitioner, Robert E. Kindred, Assignee in the above mentioned proceedings, respectfully represents unto Your Honor:

1. That on the 9th day of November, 1943, he sold the property of the mortgagors at public auction at the Court House door in the City of Annapolis to Howard M. Pumphrey, at and for the sum of $1,500.00, which said sale was duly reported to the Court on the 16th. day of November, 1943.

2. That the said sale was made advantageous to the said mortgagors and there will be a large surplus to be distributed to the proper persons entitled thereto.

3. That after the said sale had been reported as aforesaid the purchaser disccvered an error in the Land Records in which a portion of the said mortgage was at the time of recording inadvertently omitted from the records; the portion thus omitted or stricken from the original mortgage being the clause embodying the power of sale in the printed form..

4. That the said omission from the original mortgage was clearly and unquestionably a mistake and oversight on the part of the draftsman of the said mortgage is proved by the written statement of the draftsman himself, namely, Bruner R. Anderson, Esq., an experienced and honored member of this Bar, whose letter to the presiding Judge of this Court dated December 9, 1943, is hereto attached as a part of this petition and as the basis thereof, marked "Petitioner's Exhibit A."

5. That since the execution and recording of said mortgage both of the mortgagors have departed this life and their heirs if any there be are unknown to your petitioner.

TO THE END, THEREFORE,

(A). That the Clerk of the Court may be authcrized and directed to correct the said error by recording the omitted portion of the mortgage by interlineation or otherwise, so that the complete mortgage will be properly recorded in Liber F. S. R. No. 105 folio 378, etc.

(B). That your petitioner may have such other and further relief as his cause may require.

AND AS IN DUTY BOUND, etc.

R. E. Kindred

Petitioner.

ORDER.

Upon the aforegoing petition and Exhibit, it is this thirty-first day of December, 1943, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the Clerk of this Court be, and he is hereby, authorized to correct the "mistake and oversight" mentioned in said petition and exhibit by recording the said omitted portion of the mortgage by interlineation or otherwise, as prayed.

Ridgely P. Melvin C.J.

Filed Dec. 31st 1943.

Bruner R. Anderson Linthicum Heights, Md.

Dec. 9- 43

Hon. Ridgely P. Melvin

Dear Judge

In the year 1932 I prepared and recorded a mortgage from Fred M Malet and Susie Malet to the Shipley Heights Building Association, which mortgage was later assigned to the Glen Burnie Savings and Loan Association which was later assigned to Robert E. Kindred for the purpose of foreclosure. Mr. Kindred informs me that clause in this mortgage authorizing a sale was stricken out. I do not know_this happened, but it was clearly a mistake and oversight. Mr. Kindred is of the opinion that this can be corrected by an order of this Court, and I join him in this request and am willing to_anything to correct this unintentional oversight.

With best regards I am

Sincerely yours

PETITIONER'S EXHIBIT A. B. R. Anderson

Filed Dec. 31st. 1943.

In the Matter of the Sale of the Mortgaged Real Estate of Frederick W. Malet and Susie Malet, his wife.

No. 8562 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 Frederick W. Malet and Susie Malet, his wife, in ac. with Robert E. Kindred, Assignee

To Assignee for fee	$ 25.00	$
To Assignee for commisssions	76.71	101.71
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	18.75	
Clerk of Court - additional costs	2.50	
Auditor	9.00	40.25
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	18.00	
Capital-Gazette Press - Order nisi on report of sale	5.00	
Capital-Gazette Press - Order nisi on auditor's acct.	5.00	
U. S. Fidelity & Guaranty Co. - bond	10.00	
W. B. Elliott - auctioneer	10.00	
Clerk of Court - recording assignment	.75	
One-half Federal revenue stamps	.83	
One-half State revenue stamps	.75	
Viola Kindred - notary fee	.50	
F.W.Kuethe & Co. - insurance premium - adj.	5.15	55.98
To The Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - in full for mortgage claim	673.32	
To Frederick W. Malet and Susie Malet, his wife, mortgagors - this balance	641.76	
	$1,513.02	

Cr.	Nov. 9 1943	Proceeds of Sale	$1,500.00
		Interest on deferred payment	6.00
			1,506.00
		Refund 1943 taxes ($48.66 - adj.)	7.02
			$1,513.02

ORDER NISI.

ORDERED, This 1st., day of February, 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 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.

Filed February 1st. 1944

Certificate of Publication Annapolis, Md., March 7, 1944

We hereby certify, that the annexed Order Nisi - Aud. Acct. - Frederick W. Malet -Equity #8502 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 March,1944. The first insertion being made the 3rd day of February, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7 day of March, 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 Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark

Judge

Filed March 7" 1944.

In the Matter of the Trust	:	No. 8603 Equity
Estate Created under the Will of	:	In the Circuit Court for
G. Milton Linthicum	:	Anne Arundel County.

Certified Copy of a Order of Court from Baltimore City

1941 Docket A 81, Folio 110

ORDER APPOINTING NEW TRUSTEE

Upon the petition, exhibits and affidavit filed in this cause by the Colonial Trust Company, Trustee under the Last Will and Testament of G. Milton Linthicum, and the Suggestion and Waiver filed by the life tenant, Lillian H. Linthicum, and the certificate showing publication of the Order of this Court dated March 12th, 1941:

It is this 16th day of April, 1941, by the Circuit Court of Baltimore City

ORDERED, ADJUDGED AND DECREED

(1) That the Colonial Trust Company be and it is hereby released and discharged from the further execution of the trusts created under the Last Will and Testament of G. Milton Linthicum, deceased, and that The Fidelity Trust Company be and it is hereby appointed Substituted Trustee in the place and stead of Colonial Trust Company, retiring Trustee, and is hereby vested as Substituted Trustee with the full legal title to all real estate and other property comprising the trust estate held under the terms of said Will, and with all the powers of said retiring Trustee.

(2) That the Colonial Trust Company, retiring Trustee, pay, transfer and deliver to The Fidelity Trust Company all the cash, securities and other personal property belonging to the trust estate under the Last Will and Testament of G. Milton Linthicum, deceased, now in its hands, as shown by the auditor's account of corpus to be filed in these proceedings upon receiving a receipt and release from The Fidelity Trust Company, Substituted Trustee, acknowledging the receipt and delivery of said corpus, together with any real estate of said trust estate.

(3) That the Colonial Trust Company pay out of the corpus of the trust estate in its hands herein the costs of these proceedings, together with a counsel fee in the sum of $50.00 to Messrs. Hershey, Donaldson, Williams & Stanley for conducting these proceedings , subject to the usual exceptions.

(4) That upon the filing in these proceedings of the release of the Substituted Trustee this Court assume no further jurisdiction over the administration of the trust herein referred to.

(Sgd) J. Abner Sayler

Judge

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I, Henry J. Ripperger, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Order 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 31st day of January A.D., 1944

(COURT SEAL) Henry J. Ripperger Clerk

Filed March 2" 1944.

EX PARTE IN THE MATTER OF THE CHANGE OF : No. 8605 Equity

NAMES OF LEON ELLSWORTH THOMAS and :

MARGARET A. THOMAS, his wife, and : In the Circuit Court

MADELINE P. THOMAS Infant, WALTER R. THOMAS, :

Infant, LEON E. THOMAS, Jr. Infant and DAVID : for

G. THOMAS, Infant. SEVERN, ANNE ARUNDEL COUNTY:

------- MARYLAND. : Anne Arundel County.

PETITION FOR CHANGE OF NAMES.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Leon Ellsworth Thomas and Margaret A. Thomas, his wife, and Madeline P. Thomas, Infant, Walter R. Thomas, Infant, Leon E. Thomas, Jr., Infant and David G.Thomas, Infant, by Leon Ellsworth Thomas and Margaret A. Thomas, their parents and next friend respectfully represents:

1. That they reside in Severn, Anne Arundel County, Maryland.

2. That the petitioners, Leon Ellsworth Thomas and Margaret A. Thomas, his wife, are more than twenty-one years of age. That the infant petitioners, Madeline P Thomas, Walter R. Thomas, Leon E. Thomas, Jr. and David G. Thomas, are the infant children of the petitioners, Leon Ellsworth Thomas and Margaret A. Thomas, his wife. That said infant children

reside with the said Leon Ellsworth Thomas and Margaret A. Thomas, his wife.

3. That the petitioners desire that their names be changed from that of Leon Ellsworth Thomas to Leon Ellsworth Gilbert, from that of Margaret A. Thomas to Margaret A. Gilbert, from that of Madeline P. Thomas to Madeline P. Gilbert, from that of Walter R. Thomas to Walter R. Gilbert, from that of Leon E. Thomas, Jr. to Leon E. Gilbert, Jr., and from that of David G. Thomas to David G. Gilbert.

4. That the reasons why your petitioners desire that their names be changed from Thomas to Gilbert are that the said Leon Ellsworth Thomas and Margaret A. Thomas, his wife, have been known to their friends and business acquaintances by the name of Gilbert and their children, the infant petitioners herein, were christened in the name of Gilbert. That the petitioner, Leon Ellsworth Thomas has used the name Gilbert for about twenty years.

WHEREFORE your petitioners pray:

(a) That their names be changed from that of Leon Ellsworth Thomas to that of Leon Ellsworth Gilbert, from that of Margaret A. Thomas to Margaret A. Gilbert, from that of Madeline P.Thomas to Madeline P. Gilbert, from that of Walter R. Thomas to Walter R. Gilbert, from that of Leon E. Thomas, Jr. to Leon E. Gilbert, Jr., and from that of David G. Thomas to David G. Gilbert.

Leon Ellwsorth Thomas
Individually and as parent and
next friend of the infant Petitioners.

Margaret A. Thomas
Individually and as parent and next
friend of the infant petitioners.

Ginsberg & Ginsberg
Oliver K. Druery Jr.
Solicitors for Petitioners.

STATE OF MARYLAND, Baltimore City, to wit:

I HEREBY CERTIFY that on this 29th day of February, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Leon Ellsworth Thomas and Margaret A. Thomas, his wife, individually and as parents and next friends of Madeline P. Thomas, Walter R. Thomas, Leon E. Thomas, Jr. and David G. Thomas, infants, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Oliver K. Druery Jr.
Notary Public

Filed March 3" 1944

DECREE

Upon the consideration of the petition of Leon Ellsworth Thomas and Margaret A. Thomas, his wife, and Madeline P. Thomas, Infant, Walter R. Thomas, Infant, Leon E. Thomas, Jr., infant and David G. Thomas, Infant, by Leon Ellsworth Thomas and Margaret A. Thomas, their parents and next friends, and the affidavit to said petition:

It is this 7th day of March, 1944, by the Circuit Court for Anne Arundel County, Sitting in Equity, and by the Authority of this Court, ADJUDGED, ORDERED and DECREED, that the name of Leon Ellsworth Thomas of Anne Arundel County, Maryland, be and the same is hereby changed from Leon Ellsworth Thomas to that of Leon Ellsworth Gilbert; that the name of Margaret A. Thomas of Anne Arundel County, Maryland, be and the same is hereby changed from Margaret A. Thomas to that of Margaret A. Gilbert; that the name of Madeline P. Thomas, Infant, of Anne

Arundel County, Maryland, be and the same is hereby changed from Madeline P. Thomas to that of Madeline P. Gilbert; that the name of Walter R. Thomas, Infant, of Anne Arundel County, Maryland, be and the same is hereby changed from Walter R. Thomas to that of Walter R. Gilbert; that the name of Leon E. Thomas, Jr., Infant, of Anne Arundel County, Maryland, be and the same is hereby changed from Leon E. Thomas, Jr. to that of Leon E. Gilbert, Jr.; and that the name of David G. Thomas, Infant, of Anne Arundel County, Maryland, be and the same is hereby changed from David G. Thomas to that of David G. Gilbert as prayed in said petition.

It is further ORDERED that the Adult Petitioners pay the costs of these proceedings to be taxed by the Clerk.

Ridgely P. Melvin

Chief Judge

Filed March 7" 1944

Ex Parte	:	No. 8596 Equity
In the Matter of the Adoption of	:	In the Circuit Court for
Elizabeth Jay Haley, an infant	:	Anne Arundel County

Petition and Decree of Court Thereon for Adoption of Infant and Change of name.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Henry Leon Mullenax and Mary Elizabeth Mullenax respectfully shows:

1. That your petitioners are husband and wife; that both of them are residents of Anne Arundel County, in the State of Maryland.

2. That Elizabeth Jay Haley, the infant mentioned in these proceedings, is four years of age, having been born on the 17th day of May, 1939; that Mary Elizabeth Mullenax, one of the petitioners, is the natural mother of said infant, having become such through a former marriage; the other petitioner, Henry Leon Mullenax, being at this time the husband of said Mary Elizabeth Mullenax and stepfather of said infant. The natural father of said infant, Clarence Haley, abandoned said infant and its mother and the mother was duly divorced from the said father, with custody of the said infant awarded to her. The present whereabouts of said Clarence Haley are unknown.

3. That the said infant has lived with the petitioners since their marriage and it is now desired by the said Henry Leon Mullenax to adopt the said infant, in which desire the said Mary Elizabeth Mullenax concurs.

4. That your petitioners desire to have the name of said infant changed from Elizabeth Jay Haley to Elizabeth Jay Mullenax.

5. That in the opinion of your petitioners the best interests and welfare of the said infant will be promoted by the passage of the decree herein prayed and that the said infant, because of its tender age, is not of sufficient intelligence and capacity to give an understanding assent to the adoption.

WHEREFORE your petitioners pray the passage of an order declaring the said infant to be the adopted child of Henry Leon Mullenax and changing the name of the said infant from Elizabeth Jay Haley to Elizabeth Jay Mullenax.

AND AS IN DUTY BOUND, ETC.

Joseph O'C.McCusker
Solicitor for Petitioners

Henry Leon Mullenax
Mary Elizabeth Mullenax
Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 25th day of January, 1944, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Henry Leon Mullenax and Mary Elizabeth Mullenax 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)

George E. Gannon Jr.
Notary Public

Filed Jan. 29 " 1944

DECREE

Upon consideration of the aforegoing petition and affidavit, it is thereupon this 6th day of March, 1944, by the Circuit Court for Anne Arundel County ADJUDGED, ORDERED AND DECREED that Elizabeth Jay Haley, an infant, be and she is hereby declared to be the legally adopted child of Henry Leon Mullenax, as prayed in the said petition, and that the name of the said infant be and the same is hereby changed from Elizabeth Jay Haley to Elizabeth Jay Mullenax, and that the said petitioners pay the cost of these proceedings.

Ridgely P. Melvin C.J.

Filed March 6" 1944

Petition to amend and Order of Court thereon. March 6" 1944.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petitioners, Henry Leon Mullenax and Mary Elizabeth Mullenax, respectfully request leave of the Court to amend the Petition filed in the within entitled case, so that there will be added to item No. 2 of said Petition the following:

"The natural father of said infant, Clarence Haley, abandoned said infant and its mother and the mother was duly divorced from the said father, with custody of the said infant awarded to her. The present whereabouts of said Clarence Haley are unknown."

AND AS IN DUTY BOUND, ETC.

March 6, 1944

Joseph O'C. McCusker
Solicitor for Petitioners.

Petition granted

Ridgely P. Melvin C.J.

Filed March 6" 1944.

In the Matter of the Sale of the Real	:	No. 8573 Equity
Estate of Virginia Leita Thompson, also	:	In the Circuit Court for
known as Leita M. Thompson, an Incompetent	:	Anne Arundel County.

PETITION AND ORDER

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Petition of H. Russell Bishop, Committee of the person and estate of Virginia Leita Thompson, respectfully represents unto your Honors:

1. That by an Order of the District Court of the United States for the District of Columbia passed July 30, 1943, in a proceeding entitled, "In Re: Virginia Leita Thompson" Insanity #25729, upon the Petition of Terry B. Thompson, your Petitioner was appointed Committee of the person and estate of the said Virginia Leita Thompson; that your Petitioner has qualified as said Committee and has filed the bond required by said Court; all as will further appear by reference to an exemplified copy of the Order appointing your Petitioner, which said exemplified copy is filed herewith, marked Exhibit "A" and prayed to be taken as a part hereof.

2. That by deed dated the 29th day of September, 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. #23, Folio 359, the said Virginia Leita Thompson, then known as Leita M. Thompson, acquired a parcel of land in the City of Annapolis, Maryland, known as #5 Southgate Avenue, from Harry Price and May J. Price, his wife, a certified copy of which said deed is filed herewith marked Exhibit "B" and prayed to be taken as a part hereof; that the title of the said Virginia Leita Thompson, then known as Leita M. Thompson, was later confirmed by two deeds, one from Marianna B. Berryman and husband dated December 20, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. #176, Folio 58, and another from Phillip V. H. Weems and wife dated March 11, 1938, and recorded among the Land Records of Anne Arundel County in Liber F. A. M.#178, Folio 363.

3. That the said Virginia Leita Thompson is still vested with the title to the aforesaid property except for a portion thereof which was conveyed to Phillip V. H. Weems and Margaret T. Weems, his wife, by deed dated March 11, 1938 and recorded among the Land Records of Anne Arundel County in Liber F. A. M. #178, Folio 369, a certified copy of which is filed herewith marked Exhibit "C" and prayed to be taken as a part hereof, and another portion thereof which was conveyed to Joseph M. P. Wright and Anne St. Clair Wright, his wife, by deed dated September 24, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #269, Folio 62, a certified copy of which is filed herewith marked Exhibit "D" and prayed to be taken as a part hereof.

4. That the aforesaid property is encumbered by a mortgage to the Arundel Building & Loan Association, Inc., dated May 29, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #260, Folio 231; that the balance due on said mortgage is — $3759.54_Dollars, and the title to the said mortgage by short assignment thereon is now vested in County Trust Company of Maryland.

5. That by a contract of sale dated September 18, 1943, your Petitioner sold the aforesaid property to Fred E. Voges, Agent, for the sum of Twelve Thousand Dollars ($12,000.00) as will more fully appear by reference to the said contract of sale which is filed herewith

marked Exhibit "E" and prayed to be taken as a part hereof.

6. That your Petitioner believes and therefore alleges that it would be for the best interest of said Incompetent to have said property sold, for the following reasons:

a. That the price offered is more than could be obtained for said property under normal conditions.

b. That by reason of his residence in Washington, D. C. your Petitioner is unable to manage said property as efficiently as he could if he were a resident of the City of Annapolis.

c. That after the payment of State, County and City taxes, interest on the aforesaid mortgage, insurance and the cost of numerous repairs there is very little left to apply to the support of the said Incompetent.

d. That the investment of the proceeds of sale will produce a greater return if invested in the District of Columbia.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order ratifying the aforesaid contract of sale and appointing a Trustee to execute a deed to Fred E. Voges, Agent, the purchaser, after the notice to creditors has been issued and all of the requirements of Section 139 of Article 16 of the Annotated Code of Maryland have been complied with; and your Petitioner further prays this Honorable Court to pass an Order authorizing him to issue the notice to creditors required by the aforesaid section.

AND as in duty bound, etc.

William J. McWilliams
Solicitor for the Petitioner

H. Russell Bishop, Committee of the
person and estate of Virginia Leita Thompson

CITY OF WASHINGTON DISTRICT OF COLUMBIA SS.

I HEREBY CERTIFY that on this 12th day of November, 1943, before me the subscriber, a Notary Public in and for the District of Columbia, personally appeared H. Russell Bishop, Committee of the person and estate of Virginia Leita Thompson 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)

Lura Eleaze Harrison
Notary Public, D.C.

Filed Nov. 17" 1943

DECREE

Upon the foregoing Petition, Exhibits and Affidavit it is this 19th day of November, 1943, by the Circuit Court for Anne Arundel County, in Equity, ordered that H. Russell Bishop, Committee of the person and estate of Virginia Leita Thompson, also known as Leita M. Thompson, be and is hereby ordered to give notice to all persons having claims against the estate of Virginia Leita Thompson, also known as Leita M. Thompson, Incompetent, to file their claims properly authenticated with the Clerk of the Circuit Court of Anne Arundel County on or before the 26th day of December, 1943, by causing a copy of this Order to be published in some newspaper having a general circulation in Anne Arundel County once a week for three successive weeks before the 26th day of December next.

Ridgely P. Melvin
Chief Judge.

Filed Nov. 19th, 1943.

PETITIONER'S EXHIBIT "A"

In the District Court of the United States for the District of Columbia

To all to whom these presents come, Greeting:

UNITED STATES OF AMERICA District of Columbia ss:

BE IT REMEMBERED, That in the District Court of the United States for the District of Columbia, at the City of Washington, in said District, at the time hereinafter mentioned, among others is the following proceeding, to wit:

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA

Filed Jul 30 1943

Charles E. Stewart, Clerk

In Re: VIRGINIA LEITA THOMPSON Insanity No. 25729

ORDER APPOINTING COMMITTEE

Upon consideration of the petition of Terry B. Thompson for the appointment of a committee for Virginia Leita Thompson, it is this 30th day of July, 1943,

ORDERED: That H. Russell Bishop Esq be, and he hereby is, appointed committee of the person and estate of Virginia Leita Thompson, upon entering into an undertaking in the penalty of Two Thousand Dollars conditioned for the faithful discharge of trust.

BY THE COURT:

DAVID A. PINE
Justice

DISTRICT COURT of the UNITED STATES for the DISTRICT of COLUMBIA

I, Charles E. Stewart, Clerk of the District Court of the United States for the District of Columbia, hereby certify the aforegoing to be a true and correct copy of the order of the court appointing H. Russell Bishop Committee of the person and estate of Virginia Leita Thompson adjudged a lunatic; and I further certify that said Committee has filed his duly approved undertaking in the maximum sum of Two Thousand and no/100 dollars ($2000.00) the 2nd day of August, 1943, with U. S. Fidelity and Guaranty Company surety thereon; and that said appointment and undertaking are still in force.

AUTHENTICATION

District Court of the United States for the District of Columbia:

I, Charles E. Stewart, Clerk of the said Court, do hereby certify that the writing annexed to this certificate is a true copy of original on file and of record in said Court in this cause.

Witness my hand and the seal of said Court, this 15th day of November, 1943

(COURT SEAL) Charles E. Stewart, Clerk,

By Andrew A. Horner, Ass't Clerk.

I, Edward C. Eicher Chief Justice of said Court, do hereby certify the foregoing attestation by Charles E. Stewart, Clerk of the said Court, to be in due form.

Witness my hand this 15th day of November, 1943

Edward C. Eicher

Chief Justice.

I, CHARLES E. STEWART, Clerk of said Court, hereby certify that the Honorable Edward C. Eicher, whose genuine signature is subscribed to the foregoing certificate, was, at the time of signing and attesting the same, Chief Justice of said Court, duly commissioned and qualified.

Witness my hand and the seal of said Court, this 15th day of November, 1943

(COURT SEAL) Charles E. Stewart, Clerk,

By Chas. B. Coflin, Ass't Clerk.

Filed Nov. 17" 1943.

PETITIONER'S EXHIBIT "B"

THIS DEED, made this twenty-ninth day of September in the year nineteen hundred and twenty-seven by Harry Price and May J. Price, his wife, of the first part, and Leita M. Thompson of the second part, all of the City of Annapolis, Anne Arundel County, in the State of Maryland,

Witnesseth, that for and in consideration of the sum of Ten Dollars current money, in hand paid by the said party of the second part, to the said parties if the first part, at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good and valuable considerations, them thereunto moving, the said Harry Price and May J. Price, his wife, have bargained and sold and by these presents do grant and convey unto the said Leita M. Thompson, her heirs and assigns, in fee simple, All that lot, part of a lot, piece or parcel of ground situate, lying and being in the City of Annapolis, aforesaid, located on the south west side of Southgate Avenue and described, as follows, that is to say:

Beginning for the same at a point on the south west side of said Southgate Avenue distant in a south east direction five hundred feet from the south corner of Southgate Avenue and Franklin Street said beginning point being also the end of the first line of the lot of ground conveyed to Philip V. H. Weems, and Margaret T. Weems, his wife, by Nellie C. Blackburn, and husband, by deed dated on the third day of November in the year Nineteen hundred and nineteen and recorded among the land records of Anne Arundel County in Liber W.N.W. No. 20, folio 282; and running from thence and with the south west side of Southgate Avenue in a south west direction for the distance of fifty feet; thence leaving said Avenue and running at right angles thereto in a south west direction to the waters of Spa Creek; thence in a north west direction for the distance of fifty feet, more or less, to the end of the second line in the aforesaid deed from said Nellie C. Blackburn and husband to the said Philip V.H. Weems and Margaret T. Weems his wife; thence with said second line in said deed the reverse thereof for the distance of one hundred and thirty feet to the point of beginning.
Being the same property which was conveyed to the said Harry Price by Nellie C. Blackburn and Paul P. Blackburn, her husband, by deed dated on the eleventh day of August in the year Nineteen Hundred and twenty-two and recorded among the aforesaid land records in Liber W.N.W. No. 53 folio 502.

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

To Have and To Hold the above described property with its appurtenances unto and to the proper use and benefit of her the said Leita M. Thompson, her heirs and assigns, in fee simple.

And the said parties of the first part covenant that they will warrant specially the

title to the property hereby conveyed and that they will execute such other and further assurances thereof as may be requisite.

Witness the hands and seals of the above named grantors on the day and in the year first above written.

Test: Myrtle Sturm

Harry Price (SEAL)

May J. Price (SEAL)

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this twenty-ninth day of September in the year nineteen hundred and twenty-seven before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Harry Price, and May J. Price, his wife, and they acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial.

(NOTARIAL SEAL

Myrtle Sturm, Notary Public

Recorded September 29, 1927 at 2 P.M.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the aforegoing Deed was truly taken and copied from Liber F.S.R. No. 23, folio 359, 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. 1943.

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

Filed Nov. 17" 1943.

PETITIONER'S EXHIBIT "C"

THIS DEED, Made this 11th day of March in the year nineteen hundred and thirty eight, by and between Leita M. Thompson and Terry B. Thompson, her husband, both of Annapolis, Anne Arundel County, State of Maryland, as parties of the first part; and Philip V. H. Weems, and Margaret T. Weems, his wife, both of the City, County and State aforesaid, as parties of the second part, Witnesseth:

That Whereas, one Leila P. Beehler, widow and now deceased, by her Deed dated the 6th day of April, 1927, and recorded among the Land Records of Anne Arundel County, in Liber F. S. R. No. 18, folio 194, conveyed to Philip V. H. Weems, and Margaret T. Weems, his wife, in fee simple, a certain tract of land lying in part on the waters of Spa Creek, and being in Annapolis, Maryland, the said tract of land being fully and particularly described in said Deed.

And Whereas, a dispute has arisen between the aforesaid Leita M. Thompson and Philip V. H. Weems and Margaret T. Weems, his wife, over the title and ownership of a part of the tract of land described in the aforesaid deed from Leila P. Beehler to the said Philip V.H. Weems and wife, the said Leita M. Thompson claiming that the fee simple title to the disputed part of said tract of land is vested in her under a deed from Harry Price and wife dated September the 29th, 1927 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 23, folio 359, and, also under a certain Confirmatory Deed from Marianna B. Berryman, widow, dated the 20th day of December, 1937, and recorded among the aforesaid land records;

And Whereas, the said Leita M. Thompson, and the said Philip V. H. Weems, and Margaret

T. Weems, his wife, have decided and agreed to fully and completely settle and conclude their aforesaid dispute and differences over the title and ownership of said disputed part of said tract of land and in the settlement of the same the said Philip V. H. Weems and Margaret T. Weems, his wife, have conveyed to the said Leita M. Thompson, in fee simple, that part of the disputed area described in a Deed from them, the said Philip V.H. Weems and Margaret T. Weems his wife, dated the 11th day of March, 1938, and intended to be recorded among the Land Records of Anne Arundel County simultaneously with the recording of these presents, for a consideration, as mentioned in said Deed, of Three Hundred Dollars ($300.00) and for the further consideration that the said Leita M. Thompson convey to them, the said Philip V.H. Weems and Margaret T. Weems, his wife, by a good and sufficient Deed and in fee simple, all of the right, title, interest, claim, and demand at Law, or in Equity, of the said Leita M. Thompson, in, to, and over that remaining part of the aforesaid disputed area, more fully and particularly hereinafter described.

Now, Therefore, this Deed witnesseth, that for and in consideration of the premises and the deed from the said Philip V. H. Weems and Margaret T. Weems, his wife, to Leita M. Thompson the said Leita M. Thompson, and Terry B. Thompson, her husband, do hereby grant, convey, assign release and forever quit claim unto the said Philip V.H. Weems and Margaret T. Weems, his wife, as tenants by the entireties, in fee simple, all of that remaining part of said disputed area of land which is more fully and particularly described as follows:

Beginning for the same at an iron pipe now set at the end of the first line of the whole lot owned by Leita M. Thompson, as re-surveyed by J. Revell Carr, January, 1938, and running from thence with a line of agreement, dated March 11, 1938, established by P. V. H. Weems, owner of the lot adjoining hereto on the northwest, and the said Leita M. Thompson, owner of the lot adjoining hereto on the East, and with the second and third lines of the said whole lot owned by the said Leita M. Thompson, south 41 degrees 27 minutes east 9.69 feet to another iron pipe, and south 6 degrees 06 minutes west 3.5 feet to another iron pipe now set at the tide lines of Spa Creek, thence leaving the lines of the said Leita M. Thompson lot, re-surveyed, as aforesaid, by J. Revell Carr, January 1938, and with the said tide lines of the said Spa Creek, north 60 degrees 24 minutes west 4.36 feet to another iron pipe now set in the prolongation of the second line of a small lot of ground heretofore conveyed to Philip V. H. Weems and Margaret T. Weems, his wife, by Leila P. Beehler, by deed dated April 6, 1927, and recorded in Liber F. S. R. No. 18 folio 194, thence leaving the said tide lines of the said Spa Creek and running with and reverse of the said prolongated line north 41 degrees 27 minutes west 7.12 feet to another iron pipe now set in the prolongation of the South 36 degrees 53 minutes west 142.92 foot line of the whole lot owned, as aforesaid, by Leita M. Thompson, re-surveyed, as aforesaid, by J. Revell Carr, January 1938, thence leaving the said prolongated second line of the said Philip V.H. Weems small lot, and running with and reverse of the said prolongated South 36 degrees 53 minutes west 142.92 foot line, north 36 degrees 53 minutes east 4.08 feet to the place of beginning. Being a 4-foot strip of land lying directly in the rear of the aforesaid Leita M. Thompson lot, re-surveyed, as aforesaid, by J. Revell Carr, January, 1938.

The Above described 4-foot strip of land is according to a survey by J. Revell Carr, January, 1938, as shown on a plat prepared by him and recorded with the aforesaid deed from Philip V.H. Weems and wife to the said Leita M. Thompson, which deed is dated the 11th day of

March, 1938, being also, all of the remaining portion of the aforesaid disputed part of said tract of land not conveyed by the said Philip V.H. Weems, and Margaret T. Weems, his wife, to Leita M. Thompson, by deed dated the 11th day of March, 1938, and intended to be recorded among the Land Records of Anne Arundel County simultaneously with the recording of these presents, and being, also, a part and parcel of the same tract of land conveyed to the said Philip V.H. Weems and wife, by Leila P. Beehler by the aforesaid deed dated the 6th day of April, 1927, and recorded among the land records of Anne Arundel County in Liber F. S. R. No. 18, folio 194.

Together with the buildings and improvements thereupon erected made or being and all and every, the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining, and especially all riparian rights, thereto and rights to accretions or alluvion shores and other additions to the property herein conveyed.

To Have and To Hold the above described property with its appurtenances unto and to the proper use and benefit of them, the said Philip V.H. Weems and Margaret T. Weems, his wife, as tenants by the entireties, and in fee simple.

It is hereby agreed and understood by the parties hereto, their heirs and assigns that any wharf, pier or other structure built from the land hereby conveyed must not be built on the side of Leita M. Thompson over or beyond the south 6 degrees 06 minutes west 3.5 foot line of the lot hereby conveyed or the extension thereof.

As witness the hands and seals of the aforesaid Leita M. Thompson and Terry B. Thompson, her husband, Grantors and parties of the first part hereto, this 11th day of March, 1938.

Witness: Frederick A. Ballard — Leita M. Thompson (SEAL)

Helen F. Rozzelle — Terry B. Thompson (SEAL)

District of Columbia, to wit:

I, Anne A. Linke, a Notary Public in and for the District of Columbia, Do Hereby Certify, that Leita M. Thompson and Terry B. Thompson her husband, parties to a certain deed bearing date on the 11th day of March, 1938, and hereto annexed, personally appeared before me in said district the said Leita M. Thompson and Terry B. Thompson, being well known to me as the persons who executed the said Deed, and acknowledged the same to be their act and deed.

Given under my hand and seal this 11th day of March, 1938.

(NOTARIAL SEAL) Anne A. Linke

My commission expires August 2, 1942. Notary Public

Recorded 14 March 1938 at 2 P.M.

State of Maryland, Anne Arundel County, Set:

I hereby certify that the aforegoing Deed was truly taken and copied from Liber F.A.M. No. 178, folio 369, 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. 1943.

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

Filed Nov. 17th 1943.

PETITIONER'S EXHIBIT "D"

INT. REV. STAMP $11.55 Md. St. Stamp $10.50

THIS DEED made this 24th day of September 1942, by and between Leita M. Thompson and Terry B. Thompson, her husband, now residing at Washington, District of Columbia, parties of the first part, hereinafter called "Grantors", and Joseph M. P. Wright and Anne St.Clair Wright, his wife, of Anne Arundel County, Maryland, parties of the second part, hereinafter called "Grantees".

Witnesseth, that for and in consideration of the sum of Ten Dollars, and other good and valuable considerations the receipt whereof in full is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantees, as tenants by the entireties, their heirs and assigns, in fee simple.

All that lot of ground situate in the rear of Southgate Avenue and on Spa Creek, in the City of Annapolis, State of Maryland, and described as follows:

Beginning for the same in the division line between the Weems' property, and the property herein described at a point located south 36° 53' west 79.82 feet from an iron pipe set on the south side of Southgate Avenue and at the end of the aforementioned division line; thence with the inside face of a brick wall south 52° 17' east 34.2 feet to a corner of said wall; thence at right angles and still with the face of the wall north 37° 43' east 1.0 feet; thence at right angles and with a wooden gate south 52° 17' east 5.1 feet, thence with the projection of the west side of a brick garage and also along the west side of said brick garage south 36° 53' west 24.10 feet; thence at right angles and parallel with and 9 inches off the front of said garage south 53° 07' east 6.5 feet to the face of another brick wall; thence at right angles and with the face of this brick wall south 36° 53' west 5.9 feet to the top of a pair of steps leading to a path running to Spa Creek, thence across the top of these steps and at right angles south 53° 07' east 1.0 foot; thence down the steps and in a straight line to Spa Creek south 36° 53' west 28.7 feet to a nail set in a wooden bulkhead; thence with said bulkhead which is built along the north shore of Spa Creek north 68° 42' West 36.8 feet; thence still with said Spa Creek north 06° 06' east 3.5 feet and north 41° 27' west 9.69 feet to intersect the first mentioned division line between the Weems' property and the property herein described; thence with the division line north 36° 53' east 63.10 feet to the place of beginning.

Together with a right-of-way leading to Southgate Avenue and described as follows:

Beginning for the same at the northeasternmost corner of the property known as No. 7 Southgate Avenue, which point of beginning is an X cut in the concrete driveway, thence with the east line of this property south 36° 53' west 79.5 feet; thence north 52° 17' west 15.8 feet to the end of the second line as shown in the above description for No. 5 Southgate Avenue; thence in a continuation of this line north 37° 43' east 4.6 feet; thence at right angles south 52° 17' east 7 feet to the edge of the concrete curb; thence north 37° 57' east 74.75 feet to the south side of Southgate Avenue at a point where the south side of Southgate Avenue intersects the west side of a concrete driveway; thence with the south side of Southgate south 53° 01' east 7.2 feet to the place of beginning.

All according to a plat and survey thereof made by J. R. McCrone, Jr., Surveyor, September 1942, which plat is intended to be recorded with this deed among the land records of Anne Arundel County.

Being a part of the property which was conveyed to the said Leita M. Thompson by Harry

Price and May J. Price, his wife, by deed dated the 29th day of September 1927, and recorded among the aforesaid land records in Liber F.S.R. No. 23 folio 359. Also see deed from Marianna B. Berryman widow, to the said Leita M. Thompson, dated December 20, 1937, and recorded among said land records in Liber F. A. M. No. 176 folio 58; and deed from Philip V.H. Weems and Margaret T. Weems, his wife, to said Leita M. Thompson dated March 11, 1938, and recorded among the aforesaid land records in Liber F. A. M. No. 178 folio 363.

And the said Grantees their heirs and assigns, shall have the right to lay, maintain, repair or renew and extend all water and sewer pipes to the dwelling located on the above described lot which may be required by any Ordnance or Statute.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges, and appurtenances thereto belonging or in anywise appertaining; especially the aforesaid right-of-way.

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

And the said grantors hereby covenant that they will Warrant Specially the title to the property hereby conveyed; and will execute such other and further assurances of the same as may be requisite.

Witness the hands and seals of the said grantors.

Test: Leita M. Thompson (SEAL)

Francis S. Key-Smith Terry B. Thompson (SEAL)

District of Columbia, to wit:

I hereby certify that on this 24th day of September, 1942, before the subscriber, a Notary Public of the District of Columbia, personally appeared Leita M. Thompson and Terry B. Thompson, her husband, and acknowledged the aforegoing deed to be their act.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Francis S. Key-Smith

Com. expires March 14, 1946. Notary Public D.C.

Recorded September 28th, 1942 at 11-20 A.M.

State of Maryland, Anne Arundel County, Set:

I hereby certify that the aforegoing Deed was truly taken and copied from Liber J.H.H. 269, folio 62, 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. 1943.

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

(For Plat see:-Liber J.H.H. 269, folio 62 Land Records)

Filed Nov. 17" 1943.

PETITIONER'S EXHIBIT "E"

THIS AGREEMENT, Made this 18th. day of September, nineteen hundred and Forty-Three , between H. RUSSELL BISHOP, Committee of the person and estate of VIRGINIA LEITA THOMPSON, and TERRY B. THOMPSON, Husband of Virginia Leita Thompson of the first part, and FRED E. VOGES, Agent of the second part.

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

following described property, situate and lying in The City of Annapolis, Maryland, and now known as No. 7 Southgate Avenue, together with all improvements thereon, in fee simple. Being that property more particularly described in a Deed from Harry Price and May J. Price, his wife, to Leita M. Thompson, dated September 29, 1927, and recorded among the Land Records of Anne Arundel County in Liber FSR 23, folio 359, saving and excepting that portion of the property described in a Deed from Leita M. Thompson and Terry B. Thompson, her husband, to Joseph M. P. Wright and Anne St.Clair Wright, his wife, dated September 5, 1942, and recorded among the Land Records of Anne Arundel County.

At and for the price of TWELVE THOUSAND AND NO/100 Dollars, of which FIVE HUNDRED AND NO/100 Dollars, have been paid prior to the signing hereof and the balance to be paid as follows: Eleven Thousand Five Hundred Dollars ($11,500.00) to be paid in cash on date of settlement, which shall be on or before November 20, 1943.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, rent, and public charges to be paid or allowed for by the Vendor to date of settlement. One-half the cost of Federal and State Revenue Stamps to be paid by each of the parties hereto.

Time is the essence of this contract.

It is understood that the Vendors are to pay to Fred E. Voges, Agent, the Standard Sales Commission set by the Anne Arundel County Real Estate Board, Inc.

Witness our hands and seals.

Test:

Helen V. Konstant

H. Russell Bishop (SEAL)

Terry B. Thompson (SEAL)

Fred E. Voges (SEAL)

Agent

Filed Nov. 17" 1943.

ORDER

Upon the foregoing Petition, Exhibits and Affidavit it is this 19th day of November, 1943, by the Circuit Court for Anne Arundel County, in Equity, ordered that H. Russell Bishop comittee of the person and estate of Virginia Leita Thompson, also known as Leita M. Thompson, be and is hereby ordered to give notice to all persons having claims against the estate of Virginia Leita Thompson, also known as Leita M. Thompson, Incompetent, to file their claims properly authenticated with the Clerk of the Circuit Court of Anne Arundel County on or before the 26th day of December, 1943, by causing a copy of this order to be published in some newspaper having a general circulation in Anne Arundel County once a week for three successive weeks before the 26th day of December next.

Ridgely P. Melvin

Chief Judge

Certificate of Publication

Annapolis, Md., December 27,1943

We hereby certify, that the annexed Order - Equity 8573 - Virginia Leita Thompson 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 26th day of December, 1943. The first

insertion being made the 25th day of November, 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

Filed January 6" 1944

In the Matter of the Sale of The Real Estate of Virginia Leita Thompson, also known as Leita M. Thompson.

No.—8573 Equity

In the Circuit Court for Anne Arundel County.

Testimony on behalf of the Petitioner, December 27th, 1943, and Dec. 28th,1943.

PRESENT:-

William J. McWilliams, Esq., Solicitor for Petitioner.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

H. Russell Bishop, ---------- 2 to 7

Carl S. Thomas, ---------- 8 to 10

Fred E. Voges, ---------- 11 to 12

Annie Laurie Wiegard, ---------- 13

H. Russell Bishop, a witness of lawful age, being first duly sworn, on behalf of the Petitioner, deposes and says:-

(McWilliams.)

1. State your name, your home address and business address?

A. H. Russell Bishop, my home address is 2222 Q street, N.W. Washington D.C.; my business address 1025 Conn. ave., Washington, D.C.

2. Are you a member of the Bar of the District of Columbia?

A. I am.

3. Are you engaged in active practice of Law in the District?

A. I am, yes.

4. Are you the Committee of Leita M. Thompson, also known as Virginia Leita Thompson?

A. I am.

5. How long have you been acting as Committee of Mrs. Thompson?

A. I was appointed on July 30th, 1943.

6. I hand you an exemplified copy of the order of the District Court of the United States for the District of Columbia dated July 30th, 1943 and ask you if that is the Order appointing you Committee of the Person and Estate of Virginia Leita Thompson, filed as "Petitioner's Exhibit A"?

A. Yes it is.

----Same now offered and filed as Exam. Exh. No. 1

7. Upon whose Petition were you appointed Committee of the Person and Estate of Virginia Leita Thompson?

A. I was appointed on the Petition of her husband, Capt. Terry B. Thompson.

8. Where was that filed?

A. In the District Court of the United States for the District of Columbia.

9. Was all of the proof necessary to establish her incompetency produced in that proceeding?

A. It was.

10. Is the Order of Court referred to in the Petitioner's Exhibit A and Exam. Exh. 1 still in full force and effect?

A. It is.

11. You are still the Committee of the Person and Estate of Mrs. Thompson?

A. Yes.

12. Have you filed the Bond required by the terms of the Order of Court?

A. I have filed the Bond and it is in full force and effect.

13. Does Virginia Leita Thompson own any real estate in Anne Arundel County?

A. She does, yes sir.

14. Where is that located?

A. No. 7 Southgate ave., Annapolis, Maryland.

15. Is the property improved by a dwelling house?

A. It is, yes.

16. When did Mrs. Thompson acquire the property which she now owns on Southgage avenue in Annapolis, Md.?

A. On September 29th, 1927 by a deed from Harry J. Price and Mae Price his wife, recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 23, folio 359.

17. I hand you certified copy of the deed which you have just referred to and which is filed in this case as Petitioner's Exhibit B and ask you if that is the same deed to which you have just referred?

A. It is.

----Same now offered and filed as Exam. Exh. 2

18. Was Mrs. Thompson's title later confirmed by several deeds?

A. Yes.

19. Are they the same deeds that are referred to in Paragraph 2 of your Petition?

A. They are, yes sir.

20. Does Mrs. Thompson still own all of the property which she acquired by the deed known as Petitioner's Exhibit B and Exam. Exh. 2?

A. No, she does not.

21. She sold a small piece to Philip V.H. Weems and wife, and another portion of it to Joseph M.P. Wright and wife did she not?

A. She did.

22. I hand you certified copy of deed from Leita M. Thompson and husband dated March 11th, 1938 and recorded among the Land Records of Anne Arundel County in Liber F. A. M. 178, folio 369 known as Petitioner's Exhibit C and ask you if that is the deed by which she sold a portion of the property to Commander Weems?

A. It is, yes sir.

-------Same offered and filed as Exam. Exh. 3.

23. I hand you certified copy of deed from Leita M. Thompson and husband to Joseph M.P. Wright and wife dated September 24th, 1942 recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 269, folio 62, marked "Petitioner's Exhibit D" and ask you if that is the deed conveying the portion to Mr. and Mrs. Wright?

A. It is, yes sir.

-----Same offered and filed as Exam. Exh. 4

24. The deed to Mr. and Mrs. Wright conveyed the rear portion of the property did it not?

A. It did.

25. And that deed also conveyed the right of way over the remaining portion of the property, is that correct?

A. Yes.

26. Is the property encumbered by any mortgage?

A. It is, yes.

27. Is that a Mortgage to the Arundel Building and Loan Association dated May 29th, 1942 recorded among the Land Records of Anne Arundel County in Liber J.H.H. 260, folio 231?

A. Yes.

28. In the Petition filed by you the balance on said mortgage is stated to be $3759.54, is that the present balance?

A. No, it is not.

29. What is the present balance?

A. $3,738.54.

30. That mortgage has been assigned to the County Trust Company of Maryland has it not?

A. Yes.

31. Will you describe briefly the remainder of the property now owned by Mrs. Thompson?

A. Mrs. Thompson, to my knowledge, owns no other property in Maryland; she owns a house in the District of Columbia.

32. Have you undertaken to sell this property on Southgate avenue?

A. I have, yes.

33. Did you, on September 18th, 1943, execute a Contract of Sale purporting to sell the property to Fred E. Voges, Agent, for the sum of Twelve Thousand Dollars ($12,000)?

A. I did, yes sir.

34. I hand you Petitioner's Exhibit E and ask you if that is the executed original copy of the Contract of Sale?

A. Yes it is.

Same now offered and filed as Exam. Ex. 5.

35. Have you received the down payment of $500 mentioned in the Contract of Sale?

A. I have, yes.

36. In this Contract you have agreed to pay Mr. Voges the customary commissions allowed real estate agents in Anne Arundel County?

A. I have, yes sir.

37. Is it your opinion that it would be for the best interest of the incompetent to have this property sold for the price mentioned in the Contract of Sale?

A. It is.

38. State briefly the basis of your opinion?

A. In the first place I am informed and I think my information is correct that the present price of $12,000 is as much as it will ever sell for; and secondly, being located in Washington myself I think I can manage the incompetent's property better by having all in one Jurisdiction; another is the property is encumbered, and usually needs some sort of small

repairs at least every other month, if not every month, so that at the end of the year there is very little left to supply to the support of my Ward; I further think I can invest the money in some real estate in Washington which will bring in a greater return for the next two or three years at least than I can get from the same money if left in the property down here.

39. How much is the property rented for now?

A. $102.50 a month, $100 rent plus $2.50 for water.

40. Have you consulted competent advisors in connection with the sale of this property?

A. I have.

41. In general what advice have you received with respect to it?

A. I have received the advice that the price offered is probably the highest the property will ever bring, and viewing it from the point of view of income the rental was the highest rental in Annapolis for that kind of a house.

42. Have you been advised that you can expect the proceeds of sale to produce a greater return under your management in the District of Columbia than to remain invested in this property?

A. I have.

43. Have you given the Notice to Creditors required by Section 139, Art. 16 of the Annotated Code of Maryland?

A. I have.

44. I hand you Certificate of Publication of the Notice to Creditors furnished by the Capital-Gazette Press and ask you if that relates to the Notice referred to?

A. It does, yes.

-------Filed as Exams. Exh. 6.

45. You feel then it would be to the best interest of the incompetent to have this Contract of Sale known as Petitioner's Exh. E approved by the Court and have the Court order the appointment of a Trustee to complete the transaction?

A. I am satisfied that it would be the best procedure to follow.

46. Have you consulted Capt. Thompson with reference to the contents of your Petition?

A. I have, he approved it, and signed the Contract of Sale with me.

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

A. No.

H. Russell Bishop

Carl S. Thomas, a witness of lawful age, being first duly sworn, deposes and says:-(McWilliams.)

1. State your name, your home and business addresses?

A. Carl S. Thomas, home address No. 9 Franklin St., Annapolis, and business 221 Main street Maryland Hotel, Annapolis, Md.

2. You are engaged in Real Estate and Insurance business on your own account?

A. That's correct.

3. Trading as what?

A. Carl S. Thomas.

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

A. Five years, not by myself the whole five years.

5. How long been in the real estate business on your own account?

A. Nearly two years.

6. Prior to that were you with and associated with Annie Laurie Wiegard?

A. With the firm of Bernard J. Wiegard.

7. During that time how much property have you sold in Annapolis and Anne Arundel County?

A. Somewhere near a Million in the five year period.

8. Are you familiar with present day values of real estate in Annapolis?

A. Yes I am, and I have also been appraising for five years for the Building and Loan Association; also for the Federal Government, Bureau of Yards and Docks; and the State Road Commission.

9. Are you familiar with the property of Leita M. Thompson out on Southgate avenue in Annapolis, Md.?

A. Yes.

10. Have you made an appraisal of it?

A. Yes.

11. Describe the property?

A. The property is located at No. 7 Southgate avenue, it is a lot improved by a two story Ehglish style brick dwelling and contains Living room, Dining room, kitchen, three bedrooms and two baths. The lot is 50X79.82 feet. There is a right of way on the Southeast side of the lot giving access to a dwelling situate in the rear of No. 7 and known as No. 5 Southgage avenue. The lot of No. 7 extends on the Southwast side for 137 feet to Spa Creek, and has about a four foot of frontage on the water. It is also subject to the right of ingress and egress in favor of the house in the rear known as No. 5.

12. Have you been in the house?

A. Yes.

13. On the basis of your knowledge of real estate values, the location of this lot, its access to the water, and the fact it is encumbered by a right of way, and other circumstances surrounding the property, what would you say its fair market value would be at the present time?

A. $10,500 also including in that value the fact that the property rents for $102.50 a month.

14. Would you say that was considerable rental, something you could count on more or less indefinitely?

A. It is staple provided the property is kept well decorated and in good repair because our market for $100 rental is not so large.

15. In your opinion is there any prospect that real estate values of this type will increase within the next two or three years?

A. Personally I think they are more apt to decrease.

16. So that a sale price of $12,000 would probably be a rather exceptional one, is that correct?

A. I would not say "exceptional", I would say very good price.

17. Would not be worth $12,000 to the casual buyer, would it?

A. I don't think it would be because the property was harmed by building a house in the back of the lot and then selling the back house separately.

18. The back house is the more valuable of the two?

A. About the same value. The back house is not as large but it does have water frontage,

to the extent it has water frontage it is more desirable from that extent.

19. Generally speaking then do you feel that this is a sale which the Committee should make?

A. I should say he would be acting very wisely and prudently in making the sale at that price.

20. Do you consider the amount of taxes on this property to be out of proportion to its actual value?

A. Yes, they are excessive but I do not know of any way they could be reduced.

21. You have heard the testimony of Mr. Bishop?

A. Yes.

22. From the rent return standpoint do you feel the retention of this property is to be preferred to some other form of investment?

A. No, the expenses are excessive in comparison to the rent.

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

A. No.

Carl S. Thomas

Fred E. Voges, a witness of lawful age, being first duly sworn, deposes and says:- (McWilliams.)

1. State your name and residence? Also your business address?

A. Fred E. Voges, St. Margarets R.F.D. No. 2, 47 Maryland avenue, Annapolis.

2. Your business is what?

A. Real Estate and Insurance.

3. For how long?

A. 12 years in Annapolis.

4. Are you familiar with real estate values in Annapolis and Anne Arundel County?

A. Yes I am.

5. Are you the same Fred E. Voges mentioned in the Contract of Sale filed herein as Petitioner's Exh. E?

A. I am.

6. Are you acting for an undisclosed principal in this case?

A. I am.

7. Did you negotiate the sale for Mr. Bishop?

A. I did, yes.

8. You have, therefore, a definite interest in seeing the sale approved?

A. Yes I have.

9. Aside from your personal interest in the matter and from your knowledge of real estate values in Annapolis and Anne Arundel County, would you say that the sale price is fair and reasonable?

A. I would say yes, quite fair.

10. Can you explain why your principal is disposed to pay from $1,000 to $1,500 over the appraisal?

A. My principal is familiar with the property and has to have a house before Spring for some one in business with him, and that seemed to be most desirable and conveniently located, and my principal was, therefore, willing to pay slightly more than the appraised velue to get a house that suited his purpose, I would say that was the main reason.

11. Your principal recognizes the fact that he is paying considerable more than the normal value of this property?

A. Yes, I believe he is quite familiar with values in that immediate neighborhood.

12. Do you consider this a desirable rental property from an investment standpoint?

A. No, decidedly no.

13. State your reasons for your opinion?

A. In the first place I don't consider any Annapolis property costing over $7500 or $8000 to be desirable rental property. You have a more or less of ceiling for rental in Annapolis which tenants here cannot pay, and when you get an investment of over $7500 or $8000 your expenses are so high your return is inadequate for your investment, you will find that any place in Annapolis.

14. Do you think expenses are unduly high on this property in proportion to its return?

A. Yes I do.

15. Did you negotiate the sale of the property in the rear?

A. I did.

16. How much did that sell for?

A. $10,500.

17. That is a more desirable property than the front property is it not?

A. I would consider it so because of the Creek frontage.

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

A. No.

Fred E. Voges

December 28th, 1943. (Continued)

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

(McWilliams.)

1. State your name and address?

A. Annie Laurie Wiegard, Church Circle and Main st., Maryland Hotel.

2. What is your business?

A. Insurance and Real Estate of the firm of Bernard J. Wiegard.

3. How long have you been engaged in the real estate business in Anne Arundel County?

A. Thirteen years.

4. Are you familiar with the values of real estate in the City of Annapolis?

A. Yes.

5. Are you familiar with the property of Leita M. Thompson known as No. 7 Southgate avenue?

A. I am.

6. Were you ever employed to appraise this property?

A. Yes.

7. Have you made such an appraisal?

A. Yes, I have.

8. What, in your opinion, is the fair market value of this property?

A. $11,000.

9. Do you know how much this property rents for?

A. $102 a month.

10. Are you familiar with the taxes, water rent, insurance, and mortgage payments, cost of

repairs and other items of expense in managing this property?

A. Yes.

11. Do you consider it a satisfactory investment for the Committee of an incompetent, especially when he lives in Washington and cannot devote his full time to the management of this property?

A. No.

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

A. No.

Annie Laurie Wiegard

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

Witness my hand and seal this 6th day of January 1944.

Jno. S. Strahorn (SEAL)

Examiner.

Filed Jany. 6" 1944.

In the Matter of the Sale of the Real Estate of Virginia Leita Thompson, also known as Leita M. Thompson, an Incompetent

No. 8573 Equity
In the Circuit Court for Anne Arundel County.

DECREE January 21,1944.

The proceedings in the above entitled cause having been read and considered, Notice to Creditors having been issued and testimony having been taken, it is this 21st day of January, 1944, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that it is for the best interest of the said incompetent that the property mentioned in said proceedings be sold.

And it is further ADJUDGED, ORDERED and DECREED that the Contract of sale entered into between H. Russell Bishop, Committee, and Terry B. Thompson, the husband of said incompetent, and Fred E. Voges, Agent, filed in this proceeding as Petitioner's Exhibit "E", be and the same is hereby ratified and confirmed, it appearing to the Court that the consideration named in said contract represents a fair and reasonable price for said property and is considerably in excess of any price that could be obtained at public sale.

And it is further ADJUDGED, ORDERED and DECREED that William J. McWilliams be, and he is hereby, appointed Trustee to consummate said sale, receive the purchase money and execute a deed for said property to the purchaser, which shall convey said property to the purchaser, his heirs and assigns, clear and discharged of all claims of the parties to this cause and of any persons claiming by, from or under them or any of them, and to do all other and further things that may be requisite in order to properly consummate said transaction in accordance with the terms and provisions of said Contract of Sale, provided that the said William J. McWilliams, Trustee, before entering upon his duties as such, shall file with the Clerk of this Court a bond to the State of Maryland executed by himself and a surety or sureties to be approved by this Court, in the penalty of Twelve Thousand ($12,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises; and as soon as may be convenient after the

completion of all matters with reference to said Contract of Sale, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the completion of said sale; with an annexed affidavit thereof; and said Trustee shall bring into this Court the money arising out of said sale to be disposed of under the direction of this Court after deducting therefrom the costs of this suit and such commissions to said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Ridgely P. Melvin

Chief Judge.

Filed January 21" 1944.

Bond --Filed & Approved this 24" day of January 1944. John H. Hopkins, 3rd., Clerk.

KNOW ALL MEN BY THESE PRESENTS,

THAT WE William J. McWilliams, Church Circle, Annapolis, Md. as principal, and the GLENS FALLS INDEMNITY COMPANY, a corporation of the State of New York, Glens Falls, N.Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twelve Thousand and 00/100ths ($12,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 21st day of January in the year nineteen hundred and forty four

WHEREAS, the above bounden William J. McWilliams by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Md., has been appointed trustee to sell real estate mentioned in the proceedings in the case of Virginia Leita Thompson, also known as Leita M. Thompson, an incompetent, #8573 Equity now pending in said Court

Now the Condition of this Obligation is such, that if the above bounden William J. McWilliams do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered — William J. McWilliams (SEAL)

in the presence of — (CORPORATE SEAL) GLENS FALLS INDEMNITY COMPANY

Helen E. Tyler as to principal — By M. A. Brown (SEAL)

E. F. Wahl as to Surety — Attorney

Filed January 24" 1944.

TRUSTEE'S REPORT AND ORDER OF COURT

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of WILLIAM J. McWILLIAMS, Trustee, appointed by a Decree of this Honorable Court, passed in the above entitled cause, dated the 21st day of January, 1944, to consummate the sale mentioned in said proceedings, respectfully shows:

1. 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, he did, on the 5th day of February, 1944, consummate the said sale in accordance with the terms of the Contract of Sale filed in said proceedings, and received from the said

Fred E. Voges, Agent, the balance of said purchase money, all as will more fully and at length appear in the Statement of Settlement, a copy of which is attached hereto and filed herewith.

2. That your Petitioner has on hand the sum of Seven Thousand and Seventy-Four Dollars and Fifty-Three ($7,074.53) Cents, representing the net proceeds of said sale as per the aforesaid Statement of Settlement; that the down payment of Five Hundred ($500.00) Dollars mentioned in said Contract of Sale has been received by H. Russell Bishop, Esquire, Committee of the person and estate of the said VIRGINIA LEITA THOMPSON, Incompetent.

WHEREFORE, may it please this Honorable Court to pass an Order directing the Auditor to state the account and allowing him commissions as provided for in Rule No. 14 of the Equity Rules.

Respectfully submitted,

William J. McWilliams

Trustee

STATE OF MARYLAND COUNTY OF ANNE ARUNDEL ss.

I HEREBY CERTIFY that on this 7th day of February, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared WILLIAM J. McWILLIAMS, Trustee named in the above 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.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Helen E. Tyler

Notary Public.

Filed Feby. 7" 1944.

ORDER

Upon the foregoing Report and Affidavit, it is this 7th day of February, 1944, by The Circuit Court for Anne Arundel County, in Equity, ORDERED that the Auditor be, and she is hereby directed to state an account of the proceedings of William J. McWilliams, Trustee aforesaid, allowing him commissions as set forth in Rule 14 of the Equity Rules of this Court.

Ridgely P. Melvin

Chief Judge

Filed Feby. 7" 1944

STATEMENT OF SETTLEMENT

Attorneys: McWilliams, Duckett and Haley

SELLER William J. McWilliams, Trustee

BUYER Fred C. Voges

Date February 5, 1944

Purchase Price		$12000.00
Prepaid Hazard Insurance ( ) adjusted to	2-5-44	20.35
TOTAL		$12020.35
CREDITS TO BUYER:		
Down Payment		500.00
Mortgages Assumed To Arundel Bldg. & Loan Ass'n		3594.39
Feb. Int. & Prem 27.30 adj. to	2-5-44	4.70
Unpaid Taxes and Water Rents:		
State and County 1943		159.49
1944 (152.87) adjusted to	2-5-44	14.86
City		
1943 (127.88) adjusted to	2-5-44	50.51

Water Rent, Arrears	6.57
Water Rent, Current (5.92) adjusted to 2-5-44	$ 2.30
Revenue Stamps ½ Fed. 13.20+12.00	12.60
Commission to Fred E. Voges	600.00
Amount of Purchase Money Mortgage	9 ?
Cash Due Seller	7074.53
	$12020.35

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 Real Estate of Virginia Leita Thompson, also known as Leita M. Thompson, an Incompetent in ac. with William J. McWilliams, Trustee

To Trustee for Commissions	$	$ 390.00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	24.75	
Auditor	13.50	48.25
To Trustee for Expenses, viz:		
Capital-Gazette Press - notice to creditors	19.00	
Capital-Gazette Press - Order nisi on this acct.	5.00	
John S. Strahorn - Examiner	12.00	
Juliet D. Strahorn - Stenographer	6.25	
Glenns Falls Indemnity Co. - bond premium	48.00	
Clerk of Court - certified copies deeds	4.25	
Carl S. Thomas - appraiser's fee	25.00	
Annie Laurie Wiegard - appraiser's fee	25.00	
Fred E. Voges - agent's commission	600.00	
Helen E. Tyler - notary fees	1.00	
One-half Federal revenue stamps	6.60	
One-half State revenue stamps	6.00	
Telephone charges, etc.	.60	758.70
To Trustee for Taxes, viz:		
1943 State and County taxes	159.49	
1944 State and County taxes ($152.87-adj.)	14.86	
1943 City taxes ($127.88 - adj.)	50.51	224.86
To Trustee for Benefit Charges, viz:		
Annapolis Water Co. - water rent in arrears	6.57	
Annapolis Water Co. - water rent adj. 2/5/44	2.30	8.87

To Trustee for Liens, viz:

Arundel Building & Loan Ass'n - in full for mortgage debt	$3,594.39	
Interest for Feb., 1944, and premium - ($27.30 - adj. to 2/5/44)	4.70	3,599.09
To H. Russell Bishop, Committee of Virginia Leita Thompson, an incompetent - this balance		6,990.58
		$12,020.35

Cr.	Sept 18 1943	Proceeds of Sale	$12,000.00
		Refund insurance premium - (adjusted to 2/5/44)	20.35
			$12,020.35

ORDER NISI.

ORDERED, This 11th., day of February, 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 14th., day of March, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th., day of March, next.

John H. Hopkins, 3 rd., Clerk.

Certificate of Publication Annapolis, Md., March 15, 1944

We hereby certify, that the annexed Order Nisi - Equity 8573 - Leita Thompson 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 March, 1944. The first insertion being made the 17th day of February, 1944.

Filed Feby. 11" 1944. THE CAPITAL-GAZETTE PRESS, INC.

By B. Bryan

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of March, 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.J.

Filed March 15" 1944

In the Matter of the Sale of the Real Estate of Virginia Leita Thompson, also known as Leita M. Thompson, an incompetent

No. 8573 Equity
In the Circuit Court for
Anne Arundel County.

PETITION AND ORDER Order March 15, 1944.

TO THE HONORABLE JUDGES OF SAID COURT:

The Petition of H. Russell Bishop, Committee, respectfully represents:

1. That William J. McWilliams, the Trustee appointed by this Honorable Court on January 21, 1944, has in his possession the sum of Six Thousand Nine Hundred and Ninety ($6,990.00) Dollars belonging to your Petitioner, as Committee, for Virginia Leita Thompson, an incompetent, as

shown by the Auditor's Report and Account filed in this cause, which said Report and Account was finally ratified on the 15th day of March, 1944.

2. That the entire amount of the property of the said Virginia Leita Thompson, an incompetent, including all property located within the State of Maryland, is Twenty-two Thousand, One Hundred ($22,100.00) Dollars.

3. That your Petitioner has already filed in this cause an authenticated copy of the order appointing him Committee and the verification of his bond, all of which is prayed to be taken as a part of this Petition as fully and completely as though the same were set out in full herein.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order authorizing William J. McWilliams to pay to the Petitioner the balance due him, as shown by the Auditor's Report and Account.

AND, as in duty bound, etc.

H. Russell Bishop

Petitioner.

DISTRICT OF COLUMBIA, to-wit:

I HEREBY CERTIFY that on this 13th day of March, 1944, before me, the subscriber, a Notary Public in and for the District aforesaid personally appeared H. RUSSELL BISHOP, Committee of the person and estate of Virginia Leita Thompson, an incompetent, 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)

Lura Eleaze Harrison

Notary Public.

ORDER

Upon the foregoing Petition and Affidavit it is this 15th day of March, 1944, By the Circuit Court for Anne Arundel County, ORDERED that William J. McWilliams, Trustee, be and he is hereby authorized to pay to H. Russell Bishop, Committee of the person and estate of Virginia Leita Thompson, an incompetent, the balance due said incompetent as shown by the Auditor's Report and Account.

Ridgely P. Melvin

Judge.

Filed March 15" 1944.

In the Matter of the Adoption of George John McDonough, Infant

No. 8586 Equity
In the Circuit Court for
Anne Arundel County.

PETITION FOR ADOPTION AND CHANGE OF NAME.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Jess Wesley Salyers and Mildred Marie Salyers, his wife, by Noah A. Hillman, their Solicitor, respectfully shows:

1. That your Petitioners are residents of Anne Arundel County and have resided at Pasadena in said County for approximately two years.

2. That your Petitioner, Jess Wesley Salyers since September 15, 1943 has been and still is in the United States Navy.

3. That your Petitioners were married April 28, 1941 at Baltimore, Maryland.

4. That your Petitioners have had custody and still have the custody of infant child, the child of the Petitioner Mildred Marie Salyers, whose name is George John McDonough; the child was born October 29, 1939 in Baltimore, Maryland; and the father of said child is the Petitioner Jess Wesley Salyers.

5. That the said infant child bears the maiden name of your Petitioner Mildred Marie Salyers; that the child having been reared and cared for with the natural love and solicitude of his own parents should be re-named "Salyers" and should, so as to make his status absolutely certain, be legally adopted by the Petitioners.

6. That the Petitioners have another child two months old.

7. That your Petitioners file herewith letters of recommendation from two Country merchants of the vicinity, which letters are prayed to be taken as a part of this Petition.

To the end, therefore

A. That this Honorable Court pass a decree declaring said infant child, George John McDonough to be the legally adopted child of Jess Wesley Salyers and Mildred Marie Salyers, his wife, in accordance with the provisions of of Article 16, Code of Public General Laws of Maryland, and with all the rights and privileges conferred by law.

B. That in said decree the infant's name be changed from George John McDonough to George John Salyers.

C. And for such other and further relief as may be required.

And as in duty bound, etc.

Noah A. Hillman
Solicitor for Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 20th day of December 1943, before me, the Subscriber, a Notary Public of the State of Maryland and for the County aforesaid, personally appeared Jess Wesley Salyers and Mildred Marie Salyers, his wife, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge, information and belief.

As Witness my hand and notarial seal.

(NOTARIAL SEAL)

Shirley Weinberg
Notary Public.

Filed Dec. 21" 1943.

The Petition for adoption, affidavit and Exhibits in the above titled cause having been by this Court read and considered, and it being the opinion of this Court that the interests of the infant child mentioned in said Petition would be served by the adoption of said infant, it is thereupon,

ORDERED, ADJUDGED AND DECREED, by the Circuit Court for Anne Arundel County, in equity, this 23rd day of Dec. 1943, that the infant child, George John McDonough, mentioned in the Petition be and is hereby declared to be legally adopted child of Jess Wesley Salyers and Mildred Marie Salyers, his wife, with all the rights, duties and privileges conferred by law; and it is FURTHER ORDERED AND DECREED that the name of said infant child be and is hereby changed to George John Salyers.

And it is ordered that the Petitioners pay the costs of these proceedings.

Ridgely P. Melvin

Filed Dec. 23, 1943. Judge.

Pasadena, Md., Nov. 23, 1943

To whom it may concern,

I have known Mr. & Mrs. Jess Salyers who reside at Water Oak Point for the past two years. They are both people of good character. Jess before entering the navy was a good worker, and was a good provider. I think they are capable of taking care of George John McDonough.

Sincerely yours

Isadore Hillman

Pasadena, Md., Nov. 23, 1943

To whom it may Concern:

I have know_ Mr. & Mrs. Jess Salyers who reside at Water Oak Point for the past two years. They are both people of good character. Jess before entry the navy, was a good worker and was a good provider for his Family I think they are capable of thaking care of George John McDonough.

Sincerely yours

Earl H. Moore

Filed Dec. 21st. 1943.

VOLUNTEERS OF AMERICA HOSPITAL

CERTIFICATE OF BIRTH

THIS CERTIFIES that George John McDonough was born to Mrs. Mildred McDonough in this Hospital at 3:15 A.M. Sunday the Twenty ninth day of October A.D. 1939.

In Witness Whereof the said Hospital has caused this Certificate to be signed by its duly authorized officer and its Official Seal to be hereunto affixed.

Lenard M. Hummel seal. (CORPORATE SEAL) John Logan

Attending Physician Superintendent.

IN THE MATTER OF THE ADOPTION
OF
PHILLIS MARSHALL SUTPHIN

No. 8606 Equity
In the Circuit Court for
Anne Arundel County

PETITION AND ORDER OF COURT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Walter P. Owen and Thelma Owen, his wife, respectfully represents unto your Honor:

1. That your petitioners are residents of Anne Arundel County, State of Maryland, and reside at 211 Doris Avenue in said County.

2. That your petitioner Walter P. Owen is and has been employed at the Bethlehem-Fairfield Shipyard for the past three years, and his earnings are approximately $135.00 per week. That your petitioners are purchasing the house at the address above set forth, having legal title to said property, subject to an existing mortgage. That the above named infant, Phyllis Marshall Sutphin was born on January 22nd, 1943, in Baltimore City, Maryland, out of wedlock, and her mother is Margaret Sutphin, who is in no wise related to your petitioners.

3. That the said infant child, Phyllis Marshall Sutphin has been in the care and custody of your petitioners since the month of April, 1943, having been placed there by the Family and Child Welfare Society Division of the Henry Watson Aid Society of Baltimore City, and your petitioners are able to care and provide for said infant in a manner conducive to her best interest and welfare. That your petitioners have no children of their own and have a great and loving devotion to said infant and have been and will continue to care for and rear said infant child with the same tender love and solicitude of natural parents.

4. That your petitioners are financially well able to care and provide for the support and maintenance of said infant as their own child.

That the mother of said child is willing and anxious, as evidenced by her consent attached hereto that said child be adopted by your petitioners, and your petitioners respectfully represent that it is for the best interest of said child that she be adopted by them.

WHEREFORE YOUR PETITIONERS PRAY this Honorable Court to pass a Decree declaring said infant child to be the legally adopted child of Walter P.Owen and Thelma Owen, his wife, in accordance with Sections 78 to 80 of Article 16 of the Code of Public General Laws of Maryland.

TO THE END THEREFORE:

(a) That this Honorable Court may pass a Decree that the said infant child Phillis Marshall Sutphin is the legally adopted child of Walter P. Owen and Thelma Owen, with all the rights and privileges conferred by law.

(b) That the said infant's name be changed from Phyllis Marshall Lutphin to Phillis Marshall Owen.

(c) And for such other and further relief as the nature of the case may require.

AND as in duty bound &c.

Jas. G. L. Anderson
Solicitor for Petitioners

Walter P. Owen
Thelma A. Owen
Petitioners

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 13th day of March, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared

WALTER P. OWEN and THELMA OWEN, his wife, the above named Petitioners, and they each made oath in due form of the law that the matters and facts set forth in the aforegoing petition are true and correct as therein stated, to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Mildred P.Zink

Notary Public

I, MARGARET SUTPHIN, Mother of the infant child, Phyllis Marshall Sutphin, who was born out of wedlock, because of my inability to properly care for and rear my said infant daughter, Phyllis Marshall Sutphin do hereby formally consent to the adoption of said infant child by Walter P. Owen and Thelma Owen, his wife, who reside at 211 Doris Avenue, Brooklyn, Anne Arundel County, State of Maryland, and do release and relinquish by this assent any and all claims, rights or demands which might invest in me as the mother of said child.

Witness: Mildred P. Zink

Margaret Sutphin

In the Matter of the Adoption of Phillis Marshall Sutphin

No. 8606 Equity
In the Circuit Court for
Anne Arundel County

DECREE

Upon consideration of the Petition, Assent and Affidavit, in the above entitled matter, it is this 16th day of March, 1944, ORDERED, ADJUDGED AND DECREED by the Circuit Court for Anne Arundel County, that PHYLLIS MARSHALL SUTPHIN be and she is hereby decreed to be the legally adopted child of Walter P. Owen and Thelma Owen, his wife; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the name of said infant shall be PHYLLIS MARSHALL OWEN, and she shall be known by such name for any and all purposes; and

IT IS FURTHER ORDERED that the Petitioners pay the costs of these proceedings to be taxed by the Clerk.

James Clark

Judge.

Filed March 16" 1944.

For previous reference see J.H.H. No. 53 Folio 1 to 6 inclusive. (EQUITY)

EX PARTE: IN THE MATTER OF THE REDEMPTION OF A GROUND RENT OWNED BY H. THOMAS GRIMES, DECEASED.

In the Circuit Court
for
Anne Arundel County.
Equity No. 8297.

Petition, affidavit, consent and order of Court. Filed Aug. 10, 1944.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Emma R. Grimes respectfully represents:

(1) That pursuant to the order of this Honorable Court, passed in these proceedings on the 21st day of June, 1944, your petitioner has conveyed the reversion and rent mentioned in the petition filed by her herein, unto Howard S. Holzer and Enid E. Holzer, his

wife, and has received the redemption money therefor, namely, the sum of $1273.33, which comprises the principal redemption price of $1250.00, as provided in said order, together with the sum of $23.33, representing a due proportion of rent accrued thereon from March 1, 1944 to June 23, 1944, the date of settlement.

(2) That the expenses incurred in connection with this proceeding are as follows: (a) Clerk's costs - $2.00, and (b) counsel fee of C. Ferdinand Sybert for conducting these proceedings - $15.00; so that your petitioner now has in her hands a balance from the proceeds of the redemption of said ground rent of $1256.33.

(3) That, as will appear by reference to the original petition filed in these proceedings on or about the 16th day of January, 1942, Item 5 of the Last Will and Testament of the said H. Thomas Grimes, deceased, provided that all the rest and residue of his estate (which included the above mentioned ground rent), was devised unto your petitioner, who is the widow of the said H. Thomas Grimes, for and during her life, and at her death said Will provided that the same should be divided into six equal parts, and that one of said parts should be paid to each of the testator's six brothers and sisters, said Item further providing as follows: "In the event that any of the devisees should depart this life during the lifetime of my wife, then in that event the share which such devisee would take, had he or she survived, shall pass to their heirs at law".

(4) That letters testamentary on the estate of the said H. Thomas Grimes were duly committed by the Orphans' Court for Howard County, Maryland, unto J. Monroe Gerwig and your petitioner as the Executors named in the Will of the said H. Thomas Grimes; that said Executors proceeded to settle the estate of said deceased, and by their first and final account in said estate, the sum of $31,418.96 was shown to be the balance of personal estate left for distribution under said Item 5 of said Last Will and Testament of the said H. Thomas Grimes.

(5) That subsequently, to wit, on November 18, 1937, upon a bill of complaint filed by the said J. Monroe Gerwig and your petitioner as Executors, and a consent filed therewith by all the other remaindermen under said Item 5 then in being, the Circuit Court for Howard County, in Equity, did pass a decree assuming jurisdiction of the further administration of the balance of the personal estate of the said H. Thomas Grimes, deceased, and did appoint the said J. Monroe Gerwig and your petitioner as Trustees thereof, and did require said Trustees to file bond in the sum of $62,000.00 for the faithful performance of the trust reposed in them; and that the said Trustees duly filed bond as required, said proceedings being entitled "Emma R. Grimes, etc., et al., vs. J. Hamilton Grimes, et al.", No. 3613 Equity; and your petitioner did, with said original petition filed herein on or about January 16, 1942, file a certified copy of said decree, with certificate of the Clerk of the Circuit Court for Howard County showing that said bond had been filed by said Trustees, all marked "Petitioners Exhibit A".

(6) That the cestuis que trustent of the aforesaid balance of the personal estate of the said H. Thomas Grimes are the same persons as those entitled to the net proceeds of the aforementioned ground rent redeemed through the proceedings herein; that the net proceeds of the redemption of said ground rent can be handled, invested and accounted for much more conveniently, and with less expense, by the said J. Monroe Gerwig and your petitioner as Trustees of the personal estate of the said H. Thomas Grimes under appointment by the Circuit Court for Howard County, in Equity, as aforesaid; and that it would be to the interest and advantage of the cestuis que trustent that the aforesaid net proceeds of the redemption of said ground rent be

transferred to the said Trustees under appointment by the Circuit Court for Howard County, in Equity, as aforesaid.

WHEREFORE your petitioner prays (1) that this Honorable Court may pass an order authorizing and directing her to transfer and deliver unto the said J. Monroe Gerwig and herself, as Trustees appointed by the Circuit Court for Howard County, in Equity, in the aforesaid case of Grimes vs. Grimes, No. 3613 Equity, the aforesaid net balance of proceeds of said ground rent, or $1256.33, and (2) for such other and further relief as her case may require.

AND AS IN DUTY BOUND, ETC.

C. Ferdinand Sybert
Solicitor for Petitioner

Emma R. Grimes
Petitioner.

STATE OF MARYLAND, HOWARD COUNTY, Sct.:

I HEREBY CERTIFY, that on this 8th day of August, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for Howard County, personally appeared Emma R. Grimes and she made oath in due form of law that the matters and things set forth in the aforegoing petition are true, to the best of her knowledge and belief.

AS WITNESS MY HAND AND NOTARIAL SEAL.

(NOTARIAL SEAL)

Hilda L. Curran
Notary Public

CONSENT

We, the undersigned Trustees appointed by the Circuit Court for Howard County, in Equity, in the case entitled "Emma R. Grimes, etc., et al., vs. J. Hamilton Grimes, et al.", No. 3613 Equity, do hereby consent to the passage of an order as above prayed.

Emma R. Grimes
John Monroe Gerwig
Trustees

ORDERED, this 9th day of August, 1944, by the Circuit Court for Anne Arundel County, in Equity, upon the aforegoing petition, affidavit and consent, that Emma R. Grimes, be and she is hereby authorized and directed to transfer and pay over to J. Monroe Gerwig and Emma R. Grimes, Trustees of the personal estate of H. Thomas Grimes, deceased, under appointment by the Circuit Court for Howard County, in Equity, under decree passed on the 13th day of November, 1937, in proceedings therein depending entitled "Emma R. Grimes, etc., et al., vs. J. Hamilton Grimes, et al.", being No. 3613 Equity therein, the sum of $1256.33 mentioned in the aforegoing petition, the same to be held by said Trustees in accordance with the provisions of the Last Will and Testament of H. Thomas Grimes, late of Howard County, deceased.

James Clark
Associate Judge.

Filed August 9th 1944

For further reference see J.H.H. No 66 folios 306-307 (Equity)

George C. Hiltz, et al.,

vs.

Ernest D. Lettau et al.

No. 66 Appearances

April Term 1937.

In The Circuit Court for Anne Arundel County.

NAR IN EJECTMENT

Mr. Clerk:

File this declaration and notice issue summons thereon and send copies of declaration and summons under seal to the Sheriff to be served on each of the defendants, or if they cannot be found, upon the person or persons in actual possession of the land described in the declaration; and if there be no person in possession of the premises or if the same be unimproved vacant property a copy of the declaration and summons to be conspicuously posted and set up upon the premises.

Eldridge Hood Young

Attorney for Plaintiff

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ANNE ARUNDEL COUNTY: to wit:

George C. Hiltz, Johanna M. Hiltz, his wife, and John L. Kaspar and Josefa Kaspar, his wife, plaintiffs, by Eldridge Hood Young, their attorney, sue Ernest D. Lettau and Irene A. Lettau, his wife, and George F. Craig and Catherine Craig, his wife, defendants.

For that, Whereas the said George C. Hiltz, Johanna M. Hiltz, his wife, John L. Kaspar and Josefa Kaspar, his wife, heretofore, to wit, on or about the first day of July, 1936, were in possession at Anne Arundel County aforesaid, of all that parcel of land situate, lying and being in said county and contained within the metes and bounds, courses and distances following, that is to say:

BEGINNING for the same at a stake planted in Nabbs Creek at the northwest corner of Bungalow Lot No. 29, and running thence westerly along Nabbs Creek fifty feet more or less, to a stake there situate in Nabbs Creek aforesaid, thence southerly by a straight line four hundred and fifty feet, more or less, to a stake planted at the roadway, thence easterly bounding on said roadway forty-eight feet, more or less, to a stake there planted, thence northerly by a straight line four hundred and fifty-five feet, more or less, to the place of beginning.

BEING known as Bungalor Lot No. 30.

And the said Ernest D. Lettau and Irene A. Lettau, his wife, and George F. Craig and Catherine Craig, his wife, did on the said first day of July in the year 1936, at Anne Arundel County aforesaid, wrongfully enter said parcel of land and eject the said plaintiffs therefrom and the said defendants ever since have retained and still retain possession of said parcel of land and other wrongs to the said George C. Hiltz, Johanna M. Hiltz, his wife, and John L. Kaspar and Josefa Kaspar, his wife, then and there did to their great loss and damage.

And the said George C. Hiltz, Johanna M. Hiltz, his wife, and John L. Kaspar and Josefa Kaspar, his wife, claim the recovery of said parcel of land and for their damages, $500.00.

Eldridge Hood Young

Attorney for Plaintiffs.

To Ernest D. Lettau and Irene A. Lettau, his wife, and George F. Craig and Catherine Craig,

his wife, Defendants:

Take Notice: That an action of ejectment has been commenced against you in the Circuit Court for Anne Arundel County by filing the declaration aforesaid and that you are required to appear in said Court in person ---------- or by attorney on the third Monday of April, 1937, to make defense to said action according to law; otherwise judgment will be recovered against you for the premises described in said declaration and you will be turned out of possession.

Eldridge Hood Young

Attorney for Plaintiffs.

Filed April 14" 1937.

Anne Arundel County, Sct:

THE STATE OF MARYLAND

To the Sheriff of Anne Arundel County, Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON Ernest D. Lettau and Irene A. Lettau, his wife, That all excuses and delays set apart They be and appear before the Circuit Court for Anne Arundel County to be held in the City of Annapolis on the Third Monday of April to answer unto George C. Hiltz, Johanna M. Hiltz, his wife, John L. Kaspar and Josefa Kaspar, his wife, Hereof you are not to fail, and fail not at your peril, and have you then and there this writ.

Witness, the Honorable FRANCIS NEAL PARKE, Chief Judge of the said Court the 18th day of January, 1937.

Issued 14th day of April, 1937

(Young & Crothers Attys) (COURT SEAL) Frank A. Munroe, Clerk.

Returnable Third Monday, April, 1937 Sheriff's Cost 190

Non sunt as to all defendants named in the Writ, and copies of the Writ & Narr, under seal of the Court conspicuously posted upon the front door of the premises described in the nar on this 14th day of April 1937, at 2:15 o'clock P.M. in the presence of George C. Hiltz.

Joseph W. Alton, Sheriff

Anne Arundel County By Meade

George C. Hiltz Johanna M. Hiltz, his wife

John L. Kaspar & Josefa Kaspar, his wife

vs.

George F. Craig Catherine Craig his wife.

No. 66 APPEARANCES

April Term, 1937.

ANNE ARUNDEL COUNTY, Sct.:

THE STATE OF MARYLAND

To the Sheriff of Anne Arundel County, Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON George F. Craig Catherine Craig his wife

That all excuses and delays set apart They be and appear before the Circuit Court for Anne Arundel County to be held in the City of Annapolis on the Third Monday of April to answer unto George C. Hiltz and Johanna M. Hiltz, his wife John L. Kaspar and Josefa Kaspar, his wife

Hereof you are not to fail, and fail not at your peril, and have you then and there this writ.

Witness, the Honorable FRANCIS NEAL PARKE, Chief Judge of the said Court the 18th day of

January, 1937.

Issued 14th day of April, 1937.

(Eldridge Hood Young Atty) Frank A. Munroe, Clerk.

Non sunt as to all defendants named in the Writ, and copies of the Writ & Narr, under seal of the court conspicuously posted upon the front door of the premises described in the nar on this 14th day of April 1937, at 2:15 o'clock P.M. in the presence of George C. Hiltz.

Joseph W. Alton, Sheriff

Anne Arundel County By Meade

Returnable Third Monday, April, 1937. Sheriff's Cost 190

George C. Hiltz Johanna M. Hiltz, his wife,
John L. Kaspar, Josefa Kaspar, his wife

vs.

Ernest D. Lettau Irene A. Lettau, his wife, et al

No. 10 APPEARANCES
July Term, 1937.

ANNE ARUNDEL COUNTY, Sct.:

THE STATE OF MARYLAND

To the Sheriff of Anne Arundel County, Greeting:

YOU ARE HEREBY COMMANDED TO SUMMONS Ernest D. Lettau Irene A. Lettau, his wife, That all excuses and delays set apart they be and appear before the Circuit Court for Anne Arundel County, to be held in the City of Annapolis on the Third Monday of July to answer unto George C. Hiltz, Johanna M. Hiltz, his wife, John L. Kasper & Josefa Kasper, his wife. Hereof you are not to fail, and fail not at your peril, and have you then and there this writ.

Witness, the Honorable FRANCIS NEAL PARKE, Chief Judge of the said Court the 19th day of April, 1937.

Issued 27 day of May, 1937.

E.H.Young Atty. Frank A. Munroe, Clerk.

Returnable Third Monday, July, 1937

Non Sunt Joseph W. Alton, Sheriff By Meade.

ANNE ARUNDEL COUNTY, Sct.:

THE STATE OF MARYLAND

To the Sheriff of Anne Arundel County, Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON George F. Craig Catherine Craig, his wife,

That all excuses and delays set apart he be and appear before the Circuit Court for Anne Arundel County to be held in the City of Annapolis on the Third Monday of July to answer unto George C. Hiltz, Johanna M. Hiltz, his wife, John L. Kasper & Josefa Kasper, his wife, Hereof you are not to fail, and fail not at your peril, and have you then and there this writ.

Witness, the Honorable FRANCIS NEAL PARKE, Chief Judge of the said Court the 19th day of April, 1937.

Issued 27th day of May, 1937.

(E.H.Young Atty.) Frank A. Munroe, Clerk.

Returnable Third Monday, July, 1937.

Non Sunt Joseph W. Alton, Sheriff By Meade.

George C. Hiltz et al. #10 App. July 1937.

vs. In the Circuit Court for

Ernest D. Lettau et al. Anne Arundel County.
Action of Ejectment.

Affidavit.

BE IT REMEMBERED, and it is hereby certified that on this 23 day of April nineteen hundred and thirty-seven, personally appeared before the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, George C. Hiltz, one of the plaintiffs in this action, and made oath in due form of law, that at the time of the service of the copy of the declaration in this cause, he, the deponent, with Johanna M. Hiltz, his wife, John L. Kaspar and Josefa Kaspar, his wife, the plaintiffs herein, were landlords of the premises in the said declaration mentioned, and that George F. Craig and Catherine Craig, his wife, two of the defendants in this action, were tenants to them of the said premises, by virtue of a certain lease from George C. Hiltz and other (the plaintiffs herein) to Ernest D. Lettau et al, dated April 27, 1923, (see Land Records of Anne Arundel County Liber W.M.W. No. 71 folio 191) and that more than a half year's rent was, at the same time, due and in arrears to the plaintiffs for the said premises; that this deponent had by a clause of re-entry in the said lease, power to re-enter upon the said premises for the non-payment of the said rent; and that no sufficient distress was to be found upon the premises, counter-vailing the rent then due.

George C. Hiltz

Subscribed and Sworn to before me, the subscriber, the day and year first above written.

Witness my hand and Notarial Seal.

Effie G. Breeden

(NOTARIAL SEAL) Notary Public.

Filed Nov. 2" 1937.

George C. Hiltz et al In the Circuit Court for

vs. Anne Arundel County.

Ernest D. Lettau et al. Action in Ejectment

Mr. Clerk:

Enter the above entitled case to the use of George C. Hiltz and Johanna M. Hiltz, his wife, grantees of John L. Kaspar and Josefa Kaspar, his wife.

Eldridge Hood Young

Attorney for Plaintiffs.

Filed Nov. 2" 1937.

George C. Hiltz, et al., In the Circuit Court for

vs. Anne Arundel County.

Ernest D. Lettau, et al., No. 10 App. July 1937.

And now comes George C. Hiltz and Johanna Hiltz, his wife, the plaintiffs herein by E. H. Young, their Attorney and moves the Court here to enter judgment for the plaintiffs for the land described in the nar, and for cause show:-

That the Nar etc., was filed herein and the writ of ejectment issued in due form; neither the defendants nor any person being found in possession, a copy of said writ was posted

upon the premises in accordance with the law, that thereafter the said writ was returned non sunt as to the defendants named therein; that as appears by the proceedings the defendants were tenants of the plaintiffs of the land described in the Nar and that it being impossible to serve said writ on any of the defendants or any person in possession the plaintiffs are entitled to a judgment for the land described in the Nar for want of a plea.

Eldridge Hood Young

Attorney for Plaintiffs.

Let judgment be entered for the plaintiffs for the land described in the Nar, this 2nd day of November, 1937.

Linwood L. Clark Judge.

Filed Nov. 2nd 1937.

George C. Hiltz et al — No. 10 Appearances

vs. — July Term 1937

Ernest D. Lettau et al

ANNE ARUNDEL COUNTY, TO WIT:

THE STATE OF MARYLAND:

To the Sheriff of Anne Arundel County, Greeting:

WHEREAS, at a sitting of the Circuit Court for Anne Arundel County begun and held at the Court House in the City of Annapolis on the third Monday of October in the year of our Lord one thousand nine hundred and thirty-seven and on the second day of November 1937 in said Term, a certain George C. Hiltz and Johanna M. Hiltz, his wife, by judgment of the said court recovered against a certain George F. Craig and Catherine Craig, his wife, and Ernest D. Lettau and Irene A. Lettau, his wife, for the following described property, to wit:

BEGINNING for the same at a stake planted in Nabbs Creek at the northwest corner of Bungalow Lot No. 29, and running thence westerly along Nabbs Creek fifty feet, more or less, to a stake there situate in Nabbs Creek aforesaid, thence southerly by a straight line four hundred and fifty feet, more or less, to a stake planted at the roadway, thence easterly bounding on said roadway forty-eight feet, more or less, to a stake there planted, thence northerly by a straight line four hundred and fifty-five feet, more or less, to the place of beginning. Being known as Bungalow Lot No. 30, whereof the said George F. Craig and Catherine Craig, his wife, and Ernest D. Lettau and Irene A. Lettau, his wife, are convict as appears of record. Therefore, you are hereby commanded that without delay, you cause the said George C. Hiltz and Johanna M. Hiltz, his wife, to have their possession of the lot of ground and premises aforesaid, with the appurtenances, and in what manner you shall execute this writ, make appear to the said Court, to be held at the Court House in the City of Annapolis on Third Monday in December next and have you then and there this writ.

WITNESS the Honorable Francis Neal Parke, Chief Judge of the Circuit Court for Anne Arundel County the 18th day of October 1937.

ISSUED 6th day of November 1937

(COURT SEAL) Frank A. Munroe, Clerk.

Entered upon premises and forthwith delivered said premises to George C. Hiltz et al as I am directed by this Writ so to do this 18th day of November 1937

Witness: M C Carter

Joseph W. Alton, Sheriff

By Mead_.

Filed November 23" 1937

Sheriff's Cost 3.00

In the Matter of the Mortgaged Real : No. 3833 Equity

Estate of : In the Circuit Court for

Mary W. F. Speers. : Anne Arundel County.

Original mortgage and mortgage note. Filed March 26" 1914

This Mortgage made this 28th of February, in the year Nineteen Hundred and Eleven, by and between Mary W. F. Speers unmarried, of Anne Arundel County, Maryland, of the first part, and Olivia D. Gillespie, of Baltimore City, of the second part, WITNESSETH:

WHEREAS, the said Mary W. F. Speers is justly indebted to the said Olivia D. Gillespie in the sum of One Thousand Dollars, and as evidencing the same, has passed unto her, her promissory note for this amount, of even date, payable three years after date, with interest thereon at six per centum, and payable semi-annually; and

WHEREAS, it was a condition precedent to the making of said loan, that these presents should be executed the more effectually to secure the same, and the interest thereon accruing:

NOW THIS MORTGAGE WITNESSETH, that for and in consideration of the premises, and of the sum of One Dollar to her paid, the said Mary W. F. Speers doth hereby bargain and sell, and by these presents grant and convey unto the said Olivia D. Gillespie, and unto her heirs, administrators and assigns, all that lot of ground, or lots of ground lying, being, and situated in the Third Election District of Anne Arundel County aforesaid, and on the north-west side of Sullivan's Cove, Severn River, known as lots Nos. 10 and 11 of Section A. of the sub-division of the Bourke Farm, and now a part of Severna Park, which were conveyed unto the said Mary W. F. Speers by deed from the Annapolis Land and Improvement Company, dated April 12th, 1907, and recorded in Liber G.W. No. 56 at Folio 320, one of the Land Records of the County aforesaid, and therein more particularly described.

TOGETHER with all the improvements thereon made and being, and all the rights, roads, ways, waters, privileges and appurtenances thereunto belonging and appertaining.

TO HAVE AND TO HOLD the aforesaid lots of ground with their appurtenances to and unto the said Olivia D. Gillespie, her heirs, administrators and assigns forever.

PROVIDED that if the said Mary W. F. Speers, her heirs, personal representatives and assigns shall pay or cause to be paid said mortgage note at maturity, and the interest thereon regularly and semi-annually, and shall perform all the covenants herein on her part to be performed, then this Mortgage shall be void.

AND it is agreed, that, until default be made in the premises, the said Mortgagee 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 herself, her heirs, personal representatives, and assigns, does hereby covenant to pay when legally demandable.

BUT if default be made in the payment of said money, or the interest thereon to accrue, or 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, successors, and assigns, of Daniel R. Randall, her Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his her or their heirs or assigns; and which sale shall be made in manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in said Anne Arundel County, and such other notice as by the said Mortgagee and her personal representatives, successors, or assigns may be deemed expedient, which time, place, manner and terms of sale may be such as said Mortgagee, or those making such sale may determine, 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 solicitor's fee and all costs which may be incurred in collecting the mortgage debt, and also 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 then matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, her personal representatives, or assigns, or to whoever may be entitled to the same.

AND, it is hereby further covenanted and agreed that this mortgage may be released in whole, or in part, before the maturity thereof, should a sale, or sales be made of said real estate, or parts thereof, and in such case the Mortgagee will unite in a deed of the part or parts so sold, to free the same from the lien of this mortgage, provided a proportionate part of the mortgage debt be deposited to the joint account of the Mortgagor and Mortgagee at the Metropolitan Savings Bank, Baltimore, to be paid over to the Mortgagee at the maturity hereof with such interest as the said Mortgagee may claim.

WITNESS, the hand and seal of the said Mortgagor

Test: Elinore G. Girault Mary W. F. Speers. (SEAL)

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that on this 28th day of February 1911, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Mary W. F.Speers, and did acknowledge the aforegoing mortgage to be her act and deed; and also before me at the same time personally appeared Daniel R. Randall, Agent of the within named Mortgagee, and made oath in due form of law that the consideration named in the foregoing mortgage is true and bona fide, as therein set forth, and that he is the Agent of the within named Mortgagee, and authorized to make this affidavit.

AS WITNESS MY HAND AND SEAL NOTARIAL

(NOTARIAL SEAL) Elinore G. Girault

Notary Public.

MORTGAGE NOTE.

$1000.00 February 28th 1911.

Secured by Mortgage of even date herewith

Three years after date I promise to pay to the order of Olivia D. Gillespie One Thousand

00/100 Dollars at 6 West Saratoga Street, Baltimore, with interest thereon at six per centum, payable semi-annually.

Value Received, Mary W. F. Speers

Filed March 26" 1914.

ATTORNEY'S BOND.

In the Matter of the Mortgaged Real Estate of Mary W. F. Speers. — No. 3833 Equity. In the Circuit Court for Anne Arundel County.

KNOW ALL MEN BY THESE PRESENTS, That we, Daniel R. Randall, Elizabeth W. Randall and Adeline B. Randall, all of Anne Arundel County, are held and firmly boung unto the State of Maryland in the full and just sum of Two Thousand Dollars ($2,000.00) to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators and Successors, jointly and severally, firmly by these presents; sealed with our seals and dated this Twenty-sixth day of March, in the year One Thousand Nine Hundred and Fourteen.

WHEREAS the above bounden Daniel R. Randall, is named as attorney to make sale of certain property mentioned in a mortgage from Mary W. F. Speers to Olivia D. Gillespie, dated the 28th day of February, 1911, and recorded in Liber G.W. No. 84 at folio 1, etc., one of the Land Records for Anne Arundel County, which mortgage is in default and is filed in a proceeding entitled "In the Matter of the mortgaged real estate of Mary W. F. Speers, in the Circuit Court for Anne Arundel County, in equity, is about in said proceeding to sell the real estate mentioned and described in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Daniel R. Randall do and shall well and truly 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, than 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 Elinore G. Girault

Daniel R. Randall (SEAL)
Elizabeth W. Randall (SEAL)
Adeline B. Randall (SEAL)

Filed and approved the 26" day of March, 1914. Geo. Wells, Clk.

ATTORNEY'S REPORT OF SALE AND 1 EXHIBIT.

In the Matter of the Mortgaged Real Estate of Mary W. F. Speers — No. 3833 Equity. In the Circuit Court for Anne Arundel County.

To the Honorable, the Judges of said Court:

The report of Daniel R. Randall, the attorney named in the mortgage in these proceedings filed, respectfully represents:

(1) That acting under the power contained in a mortgage from Mary W. F. Speers to Olivia D. Gillespie, dated February 28th, 1911, and recorded in Liber G.W. No. 84, at folio 1, among the Land Records of Anne Arundel County, default having occurred under the terms and provisions of said mortgage, your orator instituted a proceeding in rem by filing the original mortgage and note in default, with a bond approved by the Clerk of this Court, and gave at least three weeks advertisement of the time, place and terms of sale of said mortgage.

(2) That on Tuesday, April 7th, 1914, at 11:00 a.m., at the Court House door, Annapolis, that being the date and place advertised, your orator offered the property described in these proceedings at public sale through William H. Moss, Auctioneer, and sold the same to Bertha E. Naylor, at and for the sum of sixteen hundred dollars, she being then and there the highest bidder for the same, the purchaser paying one hundred dollars cash and signing an agreement to abide by the other terms of sale:

(3) And your orator files herewith the Auctioneer's Certificate and attached thereto the purchaser's agreement as aforesaid.

And as in duty, etc.,

Daniel R. Randall

Attorney named in mortgage.

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify this 7th day of April, A.D. 1914, that before the subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared Daniel R. Randall, named as Attorney in the above report of sale, and made oath in due form of law that the matters and facts in said report stated are true and that the sale was fairly made.

Wm. N. Woodward

Deputy Clerk.

William H. Moss, Auctioneer.

MORTGAGE SALE OF BUNGALOW SITES ON SEVERN RIVER

By virtue of a power of sale contained in a mortgage from Mary W. F. Speers, dated February 28, 1911, and recorded in Liber G.W., No. 84, at folio 1, among the Land Records of Anne Arundel county, the undersigned, as attorney named in said mortgage, will offer at public sale, at the Court House door, Annapolis, on Tuesday, April 7th, 1914 at Eleven O'clock all that parcel of land lying on Severn river, in the 3rd Election District of Anne Arundel co., and known as lots Nos. 10 and 11 of the sub-division of the Bourke farm, now Severna Park, and the same which was conveyed to the said Mary W. F. Speers by the Annapolis Land and Improvement Company by deed dated April 12, 1907, and recorded among the said Land Records in Liber G.W. No. 56, at folio 320, and in said deed particularly described as bounded by Park Drive, Riverside Drive and Springdale Lane, as shown upon the plat fully of record as aforesaid. These lots have a frontage of nearly 200 feet upon the Park and Sullivan's Cove, and are beautifully located for residence purposes.

The property will first be offered in three lots as follows:- Lot No. 10, fronting 75 feet on the Park and River; Lot A. adjoining No. 10 on the north with some frontage; and Lot B adjoining Lot A, with a frontage of 138 feet more or less. The property will then be offered as a whole.

TERMS OF SALE:- One-half of the purchase money on the ratification of the sale by the Court and one-half at six months from the date of sale, or all cash, at the option of the purchaser. A deposit of $100 will be required of such purchaser at the time of sale. For full particulars, plat, etc., apply to the undersigned.

Daniel R. Randall,

Filed April 7th. 1914 Attorney Named in Mortgage.

I hereby certify that I have this day sold to Mrs. Bertha E. Naylor of Baltimore the

within described property at sixteen hundred ($1600) dollars.

April 7" 1914 William H. Moss, Auctioneer.

I hereby agree to conform to the terms of sale as advertised as purchaser of the within property.

Bertha E. Naylor

Order Nisi & Order thereon.

Ordered this 7th day of April, 1914, that the sale of the property mentioned in these proceedings, made and reported by Daniel R. Randall, Attorney, be ratified and confirmed unless cause to the contrary thereof be shown or before the 11th day of May, 1914; provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 11th day of May, 1914. The report states the amount of sales to be $1,600.00.

Geo. Wells, Clerk.

OFFICE OF THE ADVERTISER-REPUBLICAN Annapolis, Md.,May 11, 1914.

I hereby certify that the annexed Order Nisi, In the Matter of the Sale Of The Mortgaged Real Estate of Mary W. F. Speers No. 3833 Equity was published in THE ADVERTISER-REPUBLICAN a newspaper published in the City of Annapolis, once a week for Three successive weeks before the 11th. day of May, 1914. The first insertion being made the 9th day of April 1914.

W. M. Holladay, Publisher.
Per M.L.V.

ORDER

Ordered this 12 day of May, 1914, by the Circuit Court for Anne Arundel County, sitting in equity, that the sale of the real estate mentioned in these proceedings made and reported by Daniel R. Randall, Attorney, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, though notice appears to have been given as required by the Order Nisi passed in said cause. And the Attorney is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Jas. R. Brashears.

Final Order filed May 12, 1914.

Petition of Attorney for order to resell at the risk of the defaulting purchaser.

To the Honorable, the Judges of the Circuit Court for Anne Arundel County, sitting in Equity.

The petition of Daniel R. Randall, Attorney named in the above entitled proceedings, respectfully represents unto your Honors:

(1) That your orator reported to this Honorable Court on the 7th day of April, 1914, the sale of the property mentioned in these proceedings to one Bertha E. Naylor, at and for the sum of Sixteen Hundred Dollars, and filed with his report the agreement of the purchaser to comply with the terms of sale.

(2) That there being no exceptions to the sale as reported your Honors by its order of the 12th day of May, 1914, finally ratified such sale and the purchaser was called upon to comply with the advertised terms which were one-half of the purchase money upon the ratification of the sale by the Court and one-half at six months, less the deposit of one hundred dollars made by her upon the day of sale, leaving a balance of $700.00 now due and owing.

(3) That the purchaser hath not complied with her agreement and the advertised terms of sale, and declines so to do for the extra-ordinary reason that she has sprained her ankle or hurt her foot, reasons which your orator believes are not intended to be taken seriously:

Your orator therefore prays the Court to pass an order upon this his petition authorizing him as Attorney to advertise and re-sell the property in these proceedings mentioned at the risk of the former purchaser, Bertha E. Naylor.

And as in duty bound, etc.

Filed 21st May 1914. Daniel R. Randall, Attorney, etc.

On the aforegoing petition it is ordered this 27 day of May, 1914, by the Circuit Court for Anne Arundel County, that the said Bertha E. Naylor bring into this Court the sum of Seven Hundred Dollars with interest thereon from the 7th day of April, 1914, or show good cause to the contrary on or before the 20 day of June next; provided a copy of this order together with a copy of the aforegoing petition be served on the said Bertha E. Naylor on or before the first day of June next.

Filed May 27" 1914. Jas. R. Brashears

A copy of the within petition and order having been duly served on the said Bertha E. Naylor, defaulting purchaser, as appears from the return from the Sheriff of Baltimore City, and she having failed to bring into Court the sum of money with interest therein mentioned, or to show cause to the contrary;

It is thereupon this 22 day of June, 1914, on motion of the Mortgagee's Attorney, ordered by the Circuit Court for Anne Arundel County, that the property in these proceedings mentioned be resold by the Attorney named in the mortgage herein for the payment of the balance of the purchase money thereof, with interest as aforesaid, and the costs of this proceeding. And it is further ordered that the said resale be made at the risk of the said Bertha E. Naylor, named as purchaser in the original report of sale filed herein.

Final Order filed 22nd. June 1914. Jas. R. Brashears.

Petition & Order of Court

Copy of Petition & Order of Court served on Mrs. Bertha E. Naylor on the 29th day of May, 1914 in presence of George B. Thornton.

Filed June 1, 1914 Thomas F. McNulty, Sheriff.

ATTORNEY'S REPORT OF RE-SALE AND ONE EXHIBIT.

In the Matter of the Mortgaged Real Estate of Mary W. F. Speers. No. 3833 Equity. In the Circuit Court for Anne Arundel County.

The report of Daniel R. Randall, attorney, respectfully represents unto your Honors:

That acting upon the authority of the order of Court passed herein on June 22nd, 1914, wherein he was directed to resell the property in these proceedings mentioned at the risk of Bertha E. Naylor, defaulting purchaser, that your orator re-advertised said property in the "Advertiser-Republican" for more than three weeks and circulated numerous handbills throughout the Third District and in Annapolis, and that on the 21st day of July, 1914, at eleven o'clock, at the Court House door, Annapolis, that being the time and place named in said advertisement, he again offered the property mentioned in these proceedings at public sale at the risk of

Bertha E. Naylor, and sold the same to Olivia D. Gillespie, the Mortgagee, at and for the sum of Five Hundred Dollars, she being then and there the highest bidder for the property; and your orator files herewith the Auctioneer's certificate of sale marked "Exhibit No 1.".

Daniel R. Randall

Mortgagee Attorney.

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify this 28 day of July, A.D. 1914, that before the subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared Daniel R. Randall, named as Attorney in the above report of sale, and made oath in due form of law that the matters and facts in said report stated are true and that the sale was fairly made.

Wm. N. Woodward, Deputy Clerk.

Filed July 28, 1914

EXHIBIT No. 1.

WILLIAM H. MOSS, Auctioneer.

MORTGAGE SALE OF BUNGALOW SITES ON SEVERN RIVER

By virtue of a power of sale, contained in a mortgage from Mary W. F. Speers, dated February 28, 1911, and recorded in Liber G.W., No. 84, at folio 1, among the Land Records of Anne Arundel county, the undersigned, as attorney named in said mortgage, will offer at public sale, at the Court House door, Annapolis, on Tuesday, July 21st., 1914 at Eleven O'clock

All that parcel of land lying on Severn River, in the 3rd Election District of Anne Arundel co., and known as lots Nos. 10 and 11 of the subdivision of the Bourke farm, now Severna Park, and the same which was conveyed to the said Mary W. F. Speers by the Annapolis Land and Improvement Company by deed dated April 12, 1907, and recorded among the said Land Records in Liber G.W., No. 56, at folio 320, and in said deed particularly described as bounded by Park Drive, Riverside Drive and Springdale Lane, as shown upon the plat fully of record as aforesaid. These lots have a frontage of nearly 200 feet upon the Park and Sullivan's Cove, and are beautifully located for residence purposes.

The property will first be offered in three lots as follows:--Lot No. 10, fronting 75 feet on the Park and River; Lot A, adjoining No. 10 on the north with some frontage; and Lot B adjoining Lot A, with a frontage of 138 feet more or less. The property will then be offered as a whole.

The within sale is made at the risk of Bertha E. Naylor, defaulting purchaser at a previous sale of the same property, and under an order of resale of the Circuit Court of Anne Arundel County, dated June 22, 1914.

TERMS OF SALE:--One-half of the purchase money on the ratification of the sale by the court and one-half at six months from the date of sale, or all cash, at the option of the purchaser. A deposit of $100 will be required of such purchaser at the time of sale. For full particulars, plat, etc., apply to the undersigned.

Daniel R. Randall, Attorney Named in

Mortgage.

I hereby certify that as Auctioneer I offered the within described property at public sale at the Court House door, Annapolis, on Tuesday, July 21st, at 11 a.m., and sold the same to Olivia D. Gillespie, the mortgagee, at $500.00, she being then and there the highest bidder.

Filed July 28" 1914. William H. Moss, Auctioneer.

ORDER NISI

Ordered this 28 day of July, 1914, that the sale of the property mentioned in these proceedings, made and reported by Daniel R. Randall, Attorney, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 31 day of August, 1914; provided 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, 1914. The report states the amount of sales to be $500.00.

Geo. Wells, Clerk.

OFFICE OF THE ADVERTISER-REPUBLICAN

Annapolis, Md., Aug. 31, 1914

I hereby certify that the annexed Order Nisi- In the Matter of the Mortgaged Real Estate of Mary W. F. Speers- No. 3833 Equity was published in THE ADVERTISER-REPUBLICAN a newspaper published in the City of Annapolis, once a week for Three successive weeks before the 31st. day of August, 1914. The first insertion being made the 30th day of July, 1914.

Filed August 25" 1914

W. M. Holladay, Publisher
Per M.L.V.

Final Order

Ordered this 4" day of September, 1914, by the Circuit Court for Anne Arundel County, sitting in equity, that the sale of the real estate mentioned in these proceedings made and reported by Daniel R. Randall, Attorney, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, though notice appears to have been given as required by the Order Nisi passed in said cause. And the Attorney is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Jas. R. Brashears.

Final Order Ratified Sept. 4" 1914

In the Matter of the Trust Estate	:	No. 4497 Equity
of	:	In the Circuit Court for
Frederick L.J. Gelhaus	:	Anne Arundel County.

Petition for Court to assume jurisdiction of trust

To the Honorable the Judges of said Court:

The petition of Nicholas H. Green, Trustee, respectfully shows unto your Honors:

(1) Frederick L. J. Gelhaus of Anne Arundel County, Maryland, departed this life on or about the 22nd day of January in the year 1919, seized of valuable real and personal property, and leaving a last will and testament dated on the 17th day of September in the year 1912, duly admitted to probate by the Orphans Court for Anne Arundel County and recorded among the Testamentary Record Books of said County in Liber O.B.D. No. 2 folio 157, a duly certified copy whereof is filed herewith marked Exhibit No. 1 with Petition.

(2) That by his said will, after the payment of his debts, his funeral expenses, and the erection of a suitable tombstone over his grave, the said testator devised all of his estate to your petition, in trust for the objects and purposes in said will set forth.

(3) That administration of the personal estate of said testator has been completed and the first and final account of your petitioner as Executor, filed and passed in the Orphans Court for Anne Arundel County on the 10th day of August 1920, shows a balance due the Estate of

$10186.43, which balance is subject to a reduction of the cost of a tombstone for deceased, which has not yet been placed.

(4) Your petitioner desires to bring into this Court said trust estate, and have the Court assume jurisdiction thereof and to that end prays the Court to pass such order as may be proper in the premises.

And as in duty etc.

Nicholas H. Green

Trustee of the Estate of Frederick L.J. Gelhaus.

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this sixth day of November in the year Nineteen hundred and twenty before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Nicholas H. Green, Trustee of the Estate of Frederick L.J. Gelhaus, and made oath in due form of law that the matters and things stated in the aforegoing petition are true and bona fide as therein set forth.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Myrtle Sturm

Filed Nov. 6" 1910. Notary Public.

Ordered by the Circuit Court for Anne Arundel County in Equity this Sixth day of November in the year 1920, that this Court hereby assumes jurisdiction of the Trust Estate of Frederick L. J. Gelhaus deceased Nicholas H. Green, Trustee, created under the last will and testament of said deceased, and it is further ordered that said Trustee file in this Court an inventory of said estate, and a bond to be approved by the Clerk of this Court in the penalty of Ten Thousand dollars conditioned for the faithful discharge of his said trust.

Filed Nov. 6" 1910 Robert Moss, A.J.

EXHIBIT No. 1

In the name of God, Amen:-

I, Frederick L. J. Gelhaus of Anne Arundel County in the State of Maryland, being of sound and disposing mind, memory and understanding, considering the certainty of death and the uncedtainty of the time thereof, do make, publish, constitute and declare this my Last will and testament, hereby annulling and revoking all former wills which may at any time heretofore have been made by me.

In the first place I direct that all my just and lawful debts be fully paid and discharged, that my funeral expenses shall be paid, and that a suitable tombstone be placed over my grave, the design thereof to be selected by my wife with the advice of my executor hereinafter named.

Secondly; I give, devise and bequeath to Nicholas H. Green of Annapolis, maryland, and his successors in the trust, all of my estate of every kind, real, personal and mixed, in trust however for the following conditions and confidences that is to say: to receive, collect and receipt for the rents, issues and profits arising from my estate, to invest and reinvest any and all money forming the corpus of my estate that may come into his hands as such trustee, and after the payment of all costs and expenses incident to said trust, including such commission to said trustee as may be just and proper for his services as such trustee, taxes, insurance, repairs, water rents, premium on trustees bond, public dues and charges of every

kind levied or assessed on my said property, to pay the net income to my beloved wife Anticnette D. Gelhaus during her natural life, if she shall so long continue my widow, for her support and maintenance; but the said trustee is hereby given full power to sell and dispose of any part of my said estate real and personal as is, in his judgment, necessary for the benefit of my estate, and to convey, transfer and assign such portion as may be sold by him to the purchaser thereof; and from and after the death or remarriage of my said wife, if my youngest living child shall not have arrived at the age of thirty years, said trust is to continue until said youngest living child shall arrive at the age of thirty years, and the net income from my said estate shall be paid to my said children share and share alike for their support and maintenance, the issue of any deceased child taking the share, per stirpes and not per capita, which the respective parent or parents if living would have taken; and from and after the death or remarriage of my said wife, and the attaining of the age of thirty years of my youngest living child said trust shall cease and determine, and I give, devise and bequeath all my property real personal and mixed to my children their heirs and assigns in fee simple, share and share alike, the issue of any deceased child taking the share, per stipes and not per capita, which the respective parent or parents if living would have taken.

The provision heretofore made for my said wife is to be in lieu of and in full satisfaction of any and all other interest in my real and personal estate to which she might be enti - tled as my widow.

Lastly; I make, nominate and appoint the before mentioned Nicholas H. Green of Annapolis, Maryland Executor of this my last will and testament.

In testimony whereof I have hereunto set my hand and seal this seventeenth day of September in the year Nineteen hundred and twelve

Frederick L. J. Gelhaus (seal)

Signed, sealed, published and declared by the above named testator Frederick L. J. Gelhaus to be his last will and testament in our presence, who at his request in his presence and in the presence of each other have hereunto signed our names as witnesses of said will and testament this seventeenth day of September in the year Nineteen hundred and twelve

William A. Strohm

John N. Davis

Elizabeth A. Rehn

ANNE ARUNDEL COUNTY, Ss.

ON the 30th day of January 1919 came Nicholas H. Green and made Oath in due form of law, that he does not know of any Will or Codicil of Frederick L. J. Gelhaus late of said County, deceased, other than the above instrument of writing, and that he 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 22nd day of January, 1919

Sworn to before

Test: Oden B. Duckett

Register of Wills for Anne Arundel County.

Anne Arundel County, Ss.

On the 1st day of February 1919 came William A. Strohm, one of the subscribing witness to the aforegoing last Will and Testament of Frederick L. J. Gelhaus late of said County, deceased,

and made Oath in due form of law, that he did see Testator sign and seal this Will; that he heard him publish, pronounce and declare the same to be his last Will ~~that he heard him publish pronounce and declare the same to be his last Will~~ and Testament, that at the time of his so doing he was, to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with John N. Davis, now deceased, and Elizabeth A. Rehn now too ill to attend Court, 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.

ANNE ARUNDEL COUNTY, SS:

On this 1st day of February A.D., 1919, personally appeared Wm Martin Brady who on oath says that he is well acquainted with John N. Davis and that affiant knows his handwriting, having often seen him write, that after examining the signature of John N. Davis as one of the subscribing witnesses to the paper writing, purporting to be the last will and testament of Frederick L. J. Gelhaus deceased, late of Anne Arundel County affiant declares the same to be in the handwriting of said John N. Davis and it is well known to affiant that said John N.Davis is now deceased,

Wm Martin Brady

Signature.

Sworn and subscribed before me on the day aforesaid.

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 Frederick L.J. Gelhaus, late of said County deceased, and also the evidence adduced as to its validity, orders and decrees this 4th day of February 1919, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Frederick L. J. Gelhaus, deceased.

Geo. W. Hyde. C.J.

Maynard Carr. A.J.

Lemon Beall. A.J.

STATE OF MARYLAND ANNE ARUNDEL COUNTY.

I. ODEN B. DUCKETT, 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 L.J. Gelhaus late of said County, deceased, together with the proof and probate threrof taken from Liber O.B.D. No. 2 folio 138 &c one of the will record books

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 6th day of February in the year of our Lord, nineteen hundred and Twenty.

(REGISTER OF WILLS SEAL) Oden B. Duckett

Filed Nov. 6" 1910 Register of Wills for Anne Arundel County.

EXHIBIT No. 2.

First and final ACCOUNT of the Estate of Frederick L.J. Gelhaus Deceased.

By Nicholas H. Green, Executor.

IN THE ORPHANS' COURT OF ANNE ARUNDEL COUNTY.

This accountant charges himself with the amount of Inventory as per Liber O.B.D. Folio 149 will appear.	$10584.73
And with amount Rec from W. B. & L. Asso	538.20
" " " " " Clarence E. Fouche	180.00
" " " " " W. M. Moreland	90.00
" " " " " O. C. Pumphrey	30.00
" " " " " Wm M. Brown	450.00
" " " " " Andrew Gray	135.00
	$12007.93

And he craves allowance for the following disbursements

By Commissions	$1200.79	
State Tax on comms.	120.07	1180.72
State tax on Commissions		120.07
Amt paid John M. Taylor claim		199.25
" " Dr. R. G. Chaney		20.25
" " J. C. Brewer Agt. bond		40.00
" " J. C. Brewer, Agt. insurance		11.10
" " O. B. Duckett, Reg		24.15
" " J. C. Brewer, Agt, bond,		40.00
" " J. R. Brady, appraiser		5.00
" " Wm. H. Moss, "		5.00
" Advertising (notice to creditors)		5.00
" " County and State Taxes 1919,		246.62
" " City Taxes, 1919		24.34
		1921.50
Balance due the estate		10086.43
	$12007.93	$12007.93

ANNE ARUNDEL COUNTY, SS.

On this 10th day of August 1920, came Nicholas H. Green, Executor of Frederick L.J. Gelhaus deceased, and made oath in the presence of Almighty God that the aforegoing account as stated is just and true, and that he has paid or secured the payment of every sum for which he has craved an allowance.

True Copy Test — —

Oden B. Duckett

Reg. of Wills

Myrtle Sturm

Notary Public.

Filed Nov. 6th., 1920

INVENTORIES OF REAL AND PERSONAL ESTATE.

In the Matter of the Trust Estate of Frederick L.J. Gelhaus

No. 4497 Equity

In the Circuit Court for

Anne Arundel County.

Inventory of the Real Estate of Frederick L. J. Gelhaus

(1) Lot on Road leading from Annapolis to South River Bridge 40 x 140' -3"; deed from Julian Brewer Trustee dated May 4, 1901 recorded among the Land Records of Anne Arundel County in Liber G.W. No. 21 folio 35- improved by 2 story tin roof frame dwelling No. 359 West Street

extended at Germantown, occupied by deceased at time of his death.

(2) Tract of land lying on the public road known as The Spa Road leading from the City of Annapolis towards Bay Ridge, deed from Charles A. Du Bois and Edwin D. Pusey dated June 22, 1901, recorded among said Land Records in Liber G.W. No. 21 folio 258, except such portion of said land as was sold by said Frederick L. J. Gelhaus this property is improved by eleven houses.

(3) Lot on South side of said Spa Road fronting 30 feet with a depth of 150 feet, deed from Robert J. Linton and wife dated 28 Dec. 1906, recorded among said Land Records in Liber G.W. No. 52 folio 483, improved by frame dwelling.

(4) Lot on South side of the "Annapolis Neck Road" 50' X 150' deed from Nicholas H.Green Assignee, dated October 6, 1913, recorded G. W. No. 102 folio 82, improved by frame dwelling this property is under contract of sale to Wm. H. Brown and wife.

(5) Lot on North side of West Street, Annapolis, Md. 30' X 150' -deed from William M. Morris and wife dated 24 August 1892, recorded- Liber S.H. No. 41 or 21 folio 617, improved by two frame houses Nos. 212, 214 West Street.

Inventory of the Personal Estate of Frederick L. J. Gelhaus - in the hands of Nicholas H. Green as Trustee.

46 shares of the Capital Stock of The Workingmen's Building and Loan Association of Annapolis, Anne Arundel County, Maryland, appraised at $130 per share	$ 5980.
80 Shares of the Common Stock of The United Railways and Electric Company of Baltimore appraised at 14.50 per share	1160.
40 Shares Preferred Capital Stock of The Rockcastle Cement & Lime Company appraised	0000.
10 Shares Common Capital Stock of the Rockcastle Cement and Lime Company appraised	0000.
2½ Shares Capital Stock of the Kentucky Portland Cement and Coal Company appraised	0000.
Mortgage Wm. H. Moreland and wife dated 25 March 1904- Recorded G.W.No. 36 folio 15	1000.
Mortgage Clarence E. Fouche and wife dated October 31, 1917- Recorded G.W.No. 140 folio 419	2000.
Note O. C. Pumphrey Jr. and Regina E. Pumphrey dated Aug. 25 1918- five years	500.
Cash in Bank	44.73
	$10684.73
Less balance due in Administration Account	498.30
	$10186.43

Filed Nov. 6" 1920

Petition to release mortgage of Clarence E. Fouche and wife.

To the Honorable the Judges of said Court:

The petition of Nicholas H. Green, Trustee, respectfully shows unto your Honors:

First: That included in the estate of Frederick L. J. Gelhaus your petitioner as Trustee has in his hands a mortgage due the said Estate from Clarence E. Fouche and wife, dated Octo-

ber 31, 1917 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 140 folio 419.

Second: That said mortgage is now due and the mortgagors desire to pay the same and get a release thereof.

Your petitioner therefore prays your Honors to pass an Order authorizing and directing him upon receipt of the amount due under said mortgage to release the same by a short release.

Nicholas H. Green, Trustee.

Ordered by the Circuit Court for Anne Arundel County in Equity this 6th day of November in the year 1920, upon the aforegoing petition that Nicholas H. Green, Trustee, be and he is hereby authorized and directed upon payment of the amount due under the aforesaid mortgage from Clarence E. Fouche and wife dated October 31, 1917 and Recorded in G. W. No.140 folio 419, to release same by a short release.

Filed Nov. 6" 1920 Robert Moss, A.J.

BOND

KNOW ALL MEN BY THESE PRESENTS, that we Nicholas H. Green of Annapolis, Anne Arundel County, Maryland and the Hartford Accident and Indemnity Company a corporation organized and existing under the laws of the State of Connecticut are held and firmly bound unto the State of Maryland in the full and just sum of Ten thousand dollars, current money, to be paid to the said State or its certain Attorney to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents, sealed with our seals and dated this 17" day of November in the year Nineteen hundred and twenty.

Whereas the said Nicholas H. Green was appointed by the last will and testament of Frederick L. J. Gelhaus, Trustee of his estate for the conditions and confidences therein set out.

And Whereas, the Circuit Court for Anne Arundel County by its order passed on the sixth day of November in the year Nineteen hundred and twenty assumed jurisdiction of said trust and provided for the filing of this bond.

Now the condition of the above obligation is such that if the said Nicholas H. Green shall well and faithfully perform the trust reposed in him by said will and shall well and faithfully execute and comply with any further decree or order in the premises then the above obligation to be void otherwise to remain in full force and virtue in law.

Signed, Sealed and Delivered Nicholas H. Green (SEAL)
in the Presence of
Rose Garner

Witness the said Hartford Accident and Indemnity Company by its duly authorized Attorney as per power of Attorney duly recorded among the Land Records in the Office of the Clerk of the Circuit Court for Anne Arundel County attested by its corporate seal.

Witness: (CORPORATE SEAL) HARTFORD ACCIDENT AND INDEMNITY Co.
Rose Garner By: J. C. Brewer
Nicholas H. Green , Attorneys.

Filed and Approved this 18" Nov. 1920.

Petition and Order of Court to convey property to William H. Brown.

In the Matter of The Trust Estate of Frederick L. J. Gelhaus — No. 4497 Equity — In the Circuit Court for Anne Arundel County.

To the Honorable, the Judges of said Court:

The petition of Nicholas H. Green, Trustee of the Estate of Frederick L. J. Gelhaus, respectfully shows:

1. That Frederick L. J. Gelhaus in his lifetime to wit on the first day of November, 1915, agreed to seel unto William H. Brown and Julia A. Brown, his wife, a lot of ground locatedon the Spa Road, fronting thereon one hundred feet with a depth of 235 feet, more or less, improved by a two story and attic frame house known as No. 117 Spa Road, at and for the sum of Two thousand five hundred dollars, upon the following terms, Three hundred dollars cash, and twenty-five dollars monthly, upon which agreement the said purchasers paid to said Frederick L.J. Gelhaus in his life time the sum of Twelve hundred twenty-five Dollars, and after his death to your petitioner as Executor and Trustee the sum of Twelve hundred seventy-five dollars, the total purchase price, all of which will appear by the agreement and account as shown by monthly payment book of William H. Brown in Account with Frederick L. J. Gelhaus, filed herewith and marked Exhibit with petition, as also a certified copy of the contract of sale recorded among the Land Records of Anne Arundel County in Liber G.W. No. 119 folio 438, filed herewith and marked Exhibit No. 2 with petition.

11. That said William H. Brown and Julia A. Brown, his wife, have never received a deed for said property, and it is now the mutual desire of your petitioner and said purchasers, to have your Trustee execute a deed for said property, conveying title thereto to the said purchasers, William H. Brown and Julia A. Brown, his wife.

Your Trustee accordingly prays the Court to pass an order authorizing and directing Nicholas H. Green, Trustee of the Estate of Fredeeick L.J.Gelhaus to convey said property to said William H. Brown and Julia A. Brown, his wife, by a good and sufficient deed to be executed in accordance with law.

And as in duty etc.,

Nicholas H. Green
Trustee of the Estate of Frederick
L. J. Gelhaus

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this 30" day of November in the year Nineteen hundred and thirty-two before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Nicholas H. Green, Trustee of the Estate of Frederick L.J.Gelhaus and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein stated.

Witness my hand and seal Notarial,

(NOTARIAL SEAL)

Myrtle Sturm
Notary Public.

Filed Nov. 30" 1932

Exhiibt N. H. G. No. 2 with petition to sell real Estate to Wm. H. Brown & wife.

CONTRACT OF SALE.

THIS AGREEMENT, made this 1st day of November, 1915, by and between Frederick J. Gelhaus and Anticnette D. Gelhaus, his wife, parties of the first part, and William H. Brown and Julia A. Brown, his wife, parties of the second part, all of Anne Arundel County, Maryland.

WITNESSETH:- That for and in consideration of the sum of money, and upon the conditions hereinafter named the said parties of the first part do hereby bargain and sell unto the said parties of the second part their heirs and assigns the following described property:-
All that lot of ground situate in the Second Election District of Anne Arundel County, Maryland near the City of Annapolis, on the south side of the Annapolis Neck Road or Spa Road, fronting thereon 100 feet and with a uniform depth of 235 feet, more or less, improved by a two story frame dwelling (with attic) known as No. 117 Spa Road, Being the same tract of land which was conveyed to the said Frederick L. J. Gelhaus by Nicholas H. Green, Assignee, by deed dated October 6, 1913, recorded among the Land Records of Anne Arundel County in Liber G.W. No. 102 folio 82.

And a part of the same property which was conveyed to the said Frederick L. J. Gelhaus by Charles A. Dubois and Edwin D. Pusey, Trustees by deed dated June 22, 1901, and recorded among the aforesaid Land Records in Liber G.W. No. 21 folio 258.

At and for the price of Twenty five hundred dollars ($2500.00) of which amount Three Hundred Dollars ($300.00) is to be paid in cash prior to the signing of this Agreement, and the balance of Twenty two hundred dollars ($2200.00) to be paid in monthly installments of Twenty five Dollars ($25.00) covering a term of seven years and four months without interest.
And it is hereby understood and agreed by the parties hereto that the said parties of the first part shall pay the taxes and keep up the fire insurance on said property during the term of this Agreement, and at the expiration of the term of this Agreement, if the said parties of the second part comply with all the conditions herein expressed and complete their payments, as herein agreed, the said parties of the first part hereby agree to execute a deed for the said property which shall convey the same, by a good and merchantable title to the said parties of the second part, free and clear from all liens and encumbrances.

And it is further agreed by the said parties hereto, that if the said parties of the second part shall default in any of the said monthly sums of money, and continue for the period of two months, or in the performance of any of the covenants or conditions herein, mentioned, they shall be considered to be monthly tenants only, and all the money that they shall have paid shall be considered as rent and the right of occupancy of said property shall immediately determine.

And this Agreement shall become absolutely void, and the said parties of the second part upon demand by the said parties of the first part, or their authorized attorney or agent shall quietly and peacebly deliver up the possession of said property.

Witness the hands and seals of the said parties hereto.

Test;-

Thomas O. Gott.

F. L. J. Gelhaus (SEAL)
Antionette D.Gelhaus (SEAL)
W. H. Brown (SEAL)
Julia A. Brown (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:-

I hereby certify that on this 1st day of November 1915, before me a Notary Public of the

State of Maryland, in and for the County aforesaid, personally appeared Frederick L. J. Gelhaus and Antionette D. Gelhaus, his wife and William H. Brown and Julia A. Brown, his wife, and acknowledged the foregoing Contract of Sale to be their act.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Thomas O. Gott

Notary Public.

Recorded 4th November 1915.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:-

I hereby certify that the aforegoing Contract of Sale is truly taken and copied from Liber G.W. No. 119 folio 438 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 9th day of December A.D. 1932.

(COURT SEAL) Frank S. Revell, CLERK.

Filed November 30" 1932.

Petition and Order for Appointment of new Trustee.

In the Matter of the Trust Estate of Frederick L. J. Gelhaus — No. 4497 Equity. In the Circuit Court for Anne Arundel County.

To the Honorable, the Judges of said Court:

The petition of Myrtle Sturm and M. Clare M. Green, Executrices of the Estate of Nicholas H. Green, deceased, respectfully shows:

1. That under and by virtue of an order passed the sixth day of November in the year Nineteen hundred and twenty and filed in the above mentioned case this Court assumed jurisdiction of the Trust Es_ate of Frederick L. J. Gelhaus deceased, Nicholas H. Green, Trustee, created under the last will and testament of said deceased, duly recorded among the Testamentary Records of Anne Arundel County in Liber O.B.D. No. 2 folio 157, a duly certified copy whereof is filed in the above entitled case.

11. That the said Nicholas H. Green, departed this life upon the ninth day of April, Nineteen hundred and thirty-five and your said petitioners Myrtle Sturm and M. Clare M. Green were appointed executrices by his last will and testament duly probated on the sixteenth day of April in the year Nineteen hundred and thirty-five in the Orphans Court for Anne Arundel County, a certified copy of Letters Testamentary is filed herewith.

111. That it will be necessary that a new trustee be appointed by this Honorable Court in place of the said Nicholas H. Green to perform and carry out the said trust in said will of the said Frederick L. J. Gelhaus, deceased.

To the end therefore:

(1) That a new Trustee may be appointed in the place of Nicholas H. Green, deceased.

(2) That Myrtle Sturm and M. Clare M. Green Executrices of the Estate of Nicholas H. Green deceased be relieved and discharged from any further responsibility and liability of said trust.

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

And as in duty etc.,

Myrtle Sturm
M. Clare M. Green
Executrices of the Estate of
Nicholas H. Green, deceased.

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this 22nd day of April in the year Nineteen hundred and thirty-five before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Myrtle Sturm and M. Clare M. Green, Executrices of the Estate of Nicholas H. Green, deceased, and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein set forth.

Witness my hand and seal Notarial,

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

NOTICE

In the Matter of the Trust Estate of Frederick L.J. Gelhaus, in the Circuit Court for Anne Arundel County.

Myrtle Sturm and M. Clare M. Green, Executrices of the Estate of Nicholas H. Green having filed their petition in this Court praying for the appointment of a new Trustee in the place and stead of Nicholas H. Green, deceased, and having filed an account, Notice is hereby given to all persons concerned to show cause on or before the 18th day of May 1935, why the Court should not grant their said petition.

Wm Henry Forsythe A.J.

Office of Evening Capital Published by The Capital-Gazette Press, Inc.

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 20, 1935.

We hereby certify, that the annexed Notice- Trust Estate- F.L.J. Gelhaus 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 18th day of May, 1935. The first insertion being made the 25th day of April, 1935.

THE CAPITAL-GAZETTE PRESS, INC.

By H. L. Strange.

THE STATE OF MARYLAND ANNE ARUNDEL COUNTY, Sc:

The Subscriber, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records in his office, that Letters Testamentary of all the goods, chattels, credits and personal Estate of Nicholas Harwood Green deceased, was on the 16th day of April in the year of our Lord one thousand nine hundred and thirty-five granted and committed unto Myrtle Sturm and M. Clare M. Green the Executrices by the last Will and Testament of the said deceased appointed, and that the above letters are now in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 23rd day of April in the year of our Lord nineteen hundred and thirty-five

Test: W. Meade Holladay

(REGISTER OF WILLS SEAL) Register of Wills for Anne Arundel County.

I, the undersigned beneficiary for life of the Estate of Frederick L.J. Gelhaus late of Anne Arundel County deceased, do hereby respectfully nominate M. Clare M. Green of Anne Arundel County, to be appointed by this Honorable Court trustee of the estate aforesaid in the place and stead of Nicholas H. Green, deceased.

Antoinette D. Gelhaus

Filed April 24" 1935.

Order of Court releasing Executrices and appointing new Trustee.

Ordered, this 29th day of May in the year Nineteen hundred and thirty-five by the Circuit Court for Anne Arundel County, that Myrtle Sturm and M. Clare M. Green, Executrices of the Estate of Nicholas H. Green deceased and the Estate of Nicholas H. Green be and they and it are hereby relieved and discharged from all responsibility and liability to the Trust Estate of Frederick L. J. Gelhaus the said release and discharge to be effective from the 23rd day of April 1935, no cause to the contrary having been shown although, it appears that due notice by advertisement has been given as provided in the Order of this Court of April 23, 1935.

And it is further ordered that M. Clare M. Green be and she is hereby appointed Trustee of the Estate of Frederick L.J. Gelhaus, in the place and stead of Nicholas H. Green.

And it is further ordered that upon the said M. Clare M. Green duly qualifying as such Trustee by filing a bond in the penalty of Ten thousand dollars, to be approved by the Clerk of this Court, the said Myrtle Sturm and M. Clare M. Green, Executrices of the Estate of Nicholas H. Green shall turn over to the said M. Clare M. Green the new Trustee the assets of the estate of the said Frederick L. J. Gelhaus in their hands.

Linwood L. Clark, A.J.

Filed May 29th 1935

RELEASE

KNOW ALL MEN BY THESE PRESENTS: THAT I, M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus of Anne Arundel County and State of Maryland, do hereby acknowledge to have received from Myrtle Sturm and M. Clare M. Green Executrices of the Estate of Nicholas H. Green the sum of Ten thousand two hundred sixty-five dollars and seventy-six cents being the balance of the Estate of Frederick L. J. Gelhaus made up as follows:

46 shares of Capital Stock The Workingmens Building and Loan Association appraised $130	$5980.00
80 shares of the Common Stock of The United Railways and Electric Company of Baltimore appraised @ 14.50	1160.00
Wm. Davidson mortgage balance	350.00
Vaclov Vacek mortgage	2000.00
Amount of Cash on Deposit Savings Account Country Trust Company	727.44
Amount of Cash on Deposit Farmers National Bank Ch. Acct.	48.32
	$10265.76

And in consideration thereof, I do hereby release, acquit, Exonerate and discharge the said Myrtle Sturm and M. Clare M. Green Executrices of the Estate of Nicholas H. Green and the Estate of Nicholas H. Green, their and its sureties successors, Executors, and administrators of and from all and every action, suit, claim or demand which could or might possibly be brought, exhibited, or prosecuted against them, it or any of them, for or on account of said funds or the payment thereof, hereby declaring myself satisfied, contented and paid as above specified.

Given under my hand and seal this 5th day of June, 1935.

Witness: M. Clare M. Green (SEAL)

Dorothy C. Frantum Trustee of the Estate of Frederick L.J.Gelhaus.

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this 5th day of June in the year Nineteen hundred and thirty-five before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid personally appeared M. Clare M. Green, Trustee of the Estate of Frederick L.J. Gelhaus and acknowledged the aforegoing release to be her act and deed.

Witness my hand and seal Notarial,

(NOTARIAL SEAL) Dorothy C. Frantum

Notary Public.

Filed June 5" 1935.

BOND

KNOW ALL MEN BY THESE PRESENTS, That we M. Clare M. Green of Annapolis, Anne Arundel County, Maryland and the American Bonding Company of Baltimore, Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Ten thousand dollars, current money, to be paid to the said State or its certain Attorney to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents, sealed with our seals and dated this third day of June in the year Nineteen hundred and thirty-five.

Whereas the above bounded M. Clare M. Green by virtue of an order of the Circuit Court for Anne Arundel County dated May 29, 1935 has been appointed Trustee of the Estate of Frederick L.J.Gelhaus No. 4497 Equity, now pending in said Court.

Now therefore the condition of the above obligation is such, that if the above bounded M. Clare M. Green does and shall well and faithfully perform the trust reposed in her by said order, or that may be reposed in her by any future order in the premises, then the obligation to be void, otherwise to remain in full force and virtue in law.

Signed, Sealed and Delivered M. Clare M. Green (SEAL)

in the presence of (CORPORATE SEAL) THE AMERICAN BONDING COMPANY OF BALTIMORE

F. Wilhelmina Pettebone By: Myrtle Sturm

Witness: Myrtle Sturm, Agent Eugene P. Childs, Attorneys.

Filed & Approved this 5th day of June, 1935 Frank A. Munroe.

Petition and Order of Court to foreclose mortgage of Vaclov Vacek.

In the Matter of The Trust Estate of No. 4497 Equity

Frederick L.J.Gelhaus In the Circuit Court for

Anne Arundel County

To the Honorable, the Judges of said Court:

The petition of M. Clare M. Green, Trustee respectfully shows unto your Honors:

First: That included in the Estate of Frederick L. J. Gelhaus your petitioner as Trustee has in her hands a mortgage due the said Estate from Vaclov Vacek and Anna Vacek, his wife, dated 20th November, 1928, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 140 folio 419, for $2,000.

Second: That said mortgage and interest are in default.

Your petitioner therefore prays your Honors to pass an order authorizing and directing her

to start proceedings to foreclose the said mortgage.

Filed June 19" 1935 M. Clare M. Green

Trustee Frederick L.J.Gelhaus Estate.

Ordered by the Circuit Court for Anne Arundel County in Equity this 19" day of June in the year 1935, upon the aforegoing petition that M. Clare M. Green, Trustee, be and is hereby authorized and directed to start proceedings for the foreclosure of the aforesaid mortgage from Vaclov Vacek and Anna Vacek, his wife, dated November 20, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 47 folio 61, for $2,000.00.

Linwood L. Clark, Judge.

Filed June 19" 1935.

Petition to pay expenses of taking title to property sold under mortgage foreclosure of Vaclov Vacek, out of corpus of the Estate.

To the Honorable, the Judges of said Court:

The petition of M. Clare M. Green, Trustee respectfully shows unto your Honors:

First: That the mortgage in the estate of Frederick L. J. Gelhaus from Vaclov Vacek, his wife, has been foreclosed under order of this Court dated June 19, 1935.

Second: That upon the sale of the property described in the said mortgage on August 20, 1935, no bid was received other than your petitioner's opening bid of $1500 and that your petitioner bought in the property for that amount, in accordance with the law.

Third: That the sale of said property was ratified on November 22, 1935 and that your petitioner is now ready to pay the expenses of sale.

Fourth: That the said mortgage was for the sum of $2000 and that said investment was a part of the corpus of the estate.

Therefore your petitioner prays your Honors to pass an order authorizing and directing her to pay the expenses of the said sale and expenses to take title to the said property out of the corpus of the estate of Frederick L. J. Gelhaus.

M. Clare M. Green

Trustee-Frederick L.J. Gelhus Est.

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this 22" day of November in the year Nineteen hundred and thirty-five before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid personally appeared M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus and made oath in due form of law, that the matters and facts in the aforegoing petition are true to the best of her knowledge and belief.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Myrtle Sturm, Notary Public.

Filed Nov. 22" 1935

Ordered by the Circuit Court for Anne Arundel County in Equity, this 30" day of December in the year 1935, upon the aforegoing petition that M. Clare M. Green, Trustee, be and is hereby authorized and directed to pay from the corpus of the estate of Frederick L. J. Gelhaus, the expenses of the sale and the expenses of taking title of the property sold under the mortgage foreclosure of Vaclov Vacek and Anna Vacek, his wife, which totals $355.81.

Linwood L. Clark.

Filed Dec. 30" 1935.

Petition and order of Court to sell farm of 18½ acres in the Third Election District, Anne Arundel County.

In the Matter of the Trust Estate of Frederick L. J. Gelhaus — No. 4497 Equity In the Circuit Court for Anne Arundel County

To The Honorable, the Judges of said Court:

The petition of M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus respectfully shows unto your Honors:

First: That included in the estate of Frederick L. J. Gelhaus is a farm containing 18½ acres of land located in the Third Election District of Anne Arundel County on the Crain Highway about 3 miles from Glen Burnie.

Second: That said farm was bought in by your petitioner at the mortgage foreclosure sale authorized by this Honorable Court in these proceedings on the nineteenth day of June, 1935.

Third: That the said farm has been in the hands of Julian Brewer and Son, real estate agent for rent and sale.

Fourth: The most that has been obtained for the rental of said farm is Twelve dollars her month.

Fifth: That the said real estate agent has an offer from Herbert J. Jester to buy the said farm at the price of Two thousand dollars upon the following terms: 1. Purchaser to take the property under a contract of sale, upon payment of Twenty-five dollars and Twenty-five dollars per month thereafter to be applied first to the payment of interest and balance to be applied to the principal.

2. That the purchaser will pay the taxes and insurance on said property.

3. That the purchaser will keep the property in good repair.

4. That upon failure to comply with the terms of the contract the contract to become null and void and all payments and improvements previously made by purchaser to belong to the estate for the use and occupation of the land.

Sixth: That the said sum of Two thousand dollars is the highest price that has been offered, though several people have been interested in the said farm at a much lower price.

Seventh: That your petitioner believes it a fair sale under the conditions of today and that $2000. can not be obtained if held to a later date, and that it is to the best interest of the estate to now sell the property at that price and upon those terms.

Your petitioner therefore prays your Honors to pass an order authorizing and directing her to enter in a contract for the sale of the property upon the terms set out in this petition.

And as in duty etc.,

M. Clare M. Green

Trustee of the Estate of Frederick L.J.Gelhaus.

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this 27" day of April in the year 1936 before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared M. Clare M. Green, Trustee of the Estate of Frederick L.J. Gelhaus and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein set forth.

Witness my hand and seal Notaial.

(NOTARIAL SEAL) Myrtle Sturm

Notary Public.

Filed April 27" 1936.

Ordered this 27" day of April, 1936 by the Circuit Court for Anne Arundel County in Equity that M. Clare M. Green, Trustee of the Estate of Frederick L.J. Gelhaus, be and she is hereby authorized and directed to enter into a contract of sale for the farm of 18½ acres located in the Third Election District of Anne Arundel County on the Crain Highway about 3 miles from Glen Burnie with Herbert J. Jester and Frances Jester, his wife, upon the terms set out in the aforegoing petition.

Linwood L. Clark, Judge.

Filed April 27" 1936.

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this ___ day of April in the year Nineteen hundred and thirty-six before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Joseph D. Lazenby and made oath in due form of law that he had the farm of 18½ acres located in the Third Election District of Anne Arundel County, on the Crain Highway near Glen Burnie belonging to the Estate of Frederick L. J. Gelhaus in his hands for rent and sale since November, 1935; that he advertised the said property for sale; that he interviewed several people in regards to the sale, none of which were interested in buying for more than Fifteen hundred dollars, except Herbert J. Jester at and for the price of Two thousand dollars and upon the conditions set out in the petition filed with this affidavit; that he believes the sum of Two thousand dollars to be a fair price and the most that can be obtained under the conditions of to-day, and that the highest rent that the property will bring is Twelve dollars a month.

Joseph D. Lazenby

Witness my hand and seal Notarial,

(NOTARIAL SEAL) Myrtle Sturm

Notary Public.

Filed April 27" 1936.

Petition and order of Court to sell farm of 18½ acres in the Third Election District, Anne Arundel County, Md.

To the Honorable, the Judges of said Court:

The petition of M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus, respectfully shows unto your Honors:

First: That included in the estate of Frederick L. F. Gelhaus is a farm containing 18½ acres of land located in the Third Election District of Anne Arundel County on the Crain Highway about 3 miles from Glen Burnie.

Second: That said farm was bought in by your petitioner at the mortgage foreclosure sale authorized by this Honorable Court in these proceedings on the nineteenth day of June, 1935.

Third: That the said farm has been in the hands of Julian Brewer and Son, real estate agent for the rent and sale.

Fourth: The most that has been obtained for the rental of said farm is Twelve Dollars per month.

Fifth: That the said real estate agent had an offer from Herbert J. Jester to buy the farm at the price of Two thousand dollars and this Honorable Court on the 27th day of April, 1936 signed an order authorizing said Trustee to enter in a contract with Herbert J. Jester and that the said Herbert J. Jester has not signed the contract and without reason ignores requests to sign.

Sixth: That Joseph H. Lazenby trading as Julian Brewer and Son, Agent for rental and sale of said Contract has an offer from Lawrence Snyder, the tenant on said farm, to buy same at the price of Twenty-two hundred dollars, an advance of Two hundred dollars more than agreed by Herbert J. Jester, upon the following terms:

1. Purchaser to take the property under a contract of sale, upon the payment of Twenty-five dollars and twenty-five dollars per month thereafter to be applied first to the payment of interest and balance to be applied first to the payment of interest and balance to be applied to the principal.

2. That the pruchaser will pay the taxes and insurance on said property when due.

3. That the purchaser will keep the property in good repair.

4. That upon failure to comply with the terms of the contract the contract to become null and void and all payments and improvements previously made by purchaser to belong to the estate for the use and occupation of the land.

Sixth: That the said sum of Two thousand two hundred dollars is the highest price that has been offered, though several people have been interested in the said farm at a much lower price.

Seventh: That your petition believes it a fair sale under the conditions of to-day and that $2200. can not be obtained if held to a later date, and that it is to the best interest of the estate to now sell the property at that price and upon those terms.

Your petitioner therefore prays your Honors to pass an order authorizing and directing her to enter into a contract for the sale of the property upon the terms set out in this petition, and rescind the order of this Court dated April 27, 1936.

And as in duty etc.,

M. Clare M. Green

Trustee of the Estate of Frederick L.J.Gelhaus

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this eleventh day of June in the year Nineteen hundred and thirty six before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared M. Clare M. Green, Trustee of the Estate of Frederick L.J. Gelhaus and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein set forth.

Witness my hand and seal Notarial,

(NOTARIAL SEAL)

Myrtle Sturm

Notary Public

Filed June 11th 1936.

Ordered this 11th day of June, 1936, by the Circuit Court for Anne Arundel County in Equity that the petition and order of Court dated April 27, 1936 for Trustee to enter into a contract of sale for the farm in the aforesaid petition with Herbert J. Jester and Frances Jester, his wife, is hereby rescinded and that M. Clare M. Green, Trustee of the Estate of Frederick L.J.

Gelhaus, be and she is hereby authorized and directed to enter into a contract of sale for the farm of 18½ acres located in the Third Election District of Anne Arundel County the Crain Highway about 3 miles from Glen Burnie with Lawrence Snyder and Elizabeth Snyder his wife, upon the terms set out in the aforegoing petition.

Linwood L. Clark Judge.

Filed June 11th. 1936.

Petition and order for the exchange of stock.

In the Matter of the Trust Estate of Frederick L.J. Gelhaus — No. 4497 Equity, In the Circuit Court for Anne Arundel County

To the Honorable, the Judges of said Court:

The petition of M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus respectfully shows unto your Honors:

1. That included in the inventory of the said estate is certificate No. 12356 representing eighty shares of common stock in the name of Frederick L. J. Gelhaus of the United Railways and Electric Company of Baltimore.

11. That the said United Railways and Electric Company of Baltimore has been reorganized under the name of The Baltimore Transit Company.

111. That your petitioner has been notified to present the certificate, properly endorsed, to Merchantile Trust Company of Baltimore, Baltimore and Calvert Streets, Baltimore, Maryland and to present same for exchange for new voting trust certificates for common stock of The Baltimore Transit Company, in accordance with the Plan of Reorganization.

Your petitioner therefore prays your Honors to pass an order authorizing and directing her to endorse certificate No./2356 representing eighty shares of common stock of the United Railways and Electric Company of Baltimore entered in the name of Frederick L. J. Gelhaus, to Mercantile Trust Company of Baltimore, Baltimore and Calvert Streets, Baltimore, Maryland and to present same for exchange for new voting trust certificates for common stock of The Baltimore Transit Company in accordance with the Plan of Reorganization.

And as in duty etc.,

M. Clare M. Green

Trustee Frederick L. J. Gelhaus Est.

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this second day of November in the year Nineteen hundred and thirty six before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus, and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein set forth.

Witness my hand and seal Notarial,

(NOTARIAL SEAL) Myrtle Sturm

Notary Public.

Filed Nov. 2nd 1936

Ordered this 2 day of November, 1936, by the Circuit Court for Anne Arundel County in Equity that M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus be and she is

hereby authorized and directed to endorse certificate No. 12356 representing eighty shares of common stock of the United Railways and Electric Company of Baltimore, in the name of Frederick L. J. Gelhaus to Mercantile Trust Company of Baltimore, Baltimore, Maryland and to present same for exchange for new voting trust certificates for common stock of The Baltimore Transit Company, in accordance with the Plan of Reorganization.

Linwood L. Clark, A.J.

Filed Nov. 2" 1936.

Petition and order of Court to sell farm of 18½ acres in the Third Electric District, Anne Arundel County.

To the Honorable, the Judges of said Court:

The petition of M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus respectfully shows unto your Honors:

First: That included in the estate of Frederick L. J. Gelhaus is a farm containing 18½ acres of land located in the Third Election District of Anne Arundel County on the Crain Highway about 3 miles from Glen Burnie.

Second: That said farm was bought in by your petitioner at the mortgage foreclosure sale authorized by this Honorable Court in these proceedings on the nineteenth day of June, 1935.

Third: That the said farm has been in the hands of Julian Brewer and Son, real estate agent for rent and sale.

Fourth: That the most that has been obtained for the rental of said farm is Twelve Dollars per month.

Fifth: That the said real estate agent had an offer from Herbert J. Jester to buy the farm at the price of Two thousand dollars and this Honorable Court on the 27th day of April, 1936 signed an order authorizing said Trustee to enter into a contract with Herbert J. Jester and that the said Herbert J. Jester did not sign the contract and that this Honorable Court rescinded said order by its order dated June 11, 1936.

Sixth: That on the 11th day of June 1936, this Honorable Court passed an order authorizing and directing your petitioner to enter into a contract of sale for the said farm of 18½ acres with Lawrence Snyder and Elizabeth Snyder, his wife upon the terms set out in the petition filed in these proceedings on June 11, 1936, for that purpose.

Seventh: That your petitioner did enter into such a contract with Lawrence Snyder and his wife on the 15th day of June 1936 but that the said Lawrence Snyder and his wife did not comply with the terms of the contract after the 21st day of July 1936 and deserted the said farm and defaulted in the payments thereon, whereupon the contract became null and void and absolute title again vested in your petitioner and the payments made on account of the contract became the property of the estate as rent for the use and occupation of the property from June 15th until the said Lawrence Snyder and his wife vacated the property.

Eighth: That there have been no prospective buyers of the property for over the sum of $1600., that the property is in need of attention and repair and that Julian Brewer and Son, real estate agent has obtained an offer of $1600 for the farm and improvements from Bryan Thomas of Baltimore, Maryland.

Ninth: That your petitioner now brings into Court for the approval by the Honorable Judges, a contract of sale between your petitioner and Bryan Thomas signed by him for the sale

and purchase of the said 18½ acres of land at and for the sum of $1600 of which $500. is to be paid upon the signing of the contract by your petitioner and $25. on the first of_very month beginning on the first day of May 1937, said contract being filed herewith as Exhibit No. 1 with petition.

Tenth: That Bryan Thomas has shown good faith by depositing his $500. with the Real estate agent, to be turned over to your petitioner upon the execution of the contract and it is provided by the contract that if default is made in the payments on account of said contract, the money already paid will belong to the Estate for the use and occupation of said property and that this is the best offer for the property that has been obtained other than by said Herbert J. Jester and Lawrence Snyder who offered $2,000. and $2,2000., respectively but neither had any money to put down and both deserted the property and that your petitioner believes this to be a fair sale, a good investment and that the said purchaser Bryan Thomas will carry out his contract.

Your petitioner therefore prays your Honors to pass an order declaring the order to enter into a contract of sale with Lawrence Snyder and Elizabeth Snyder, his wife, for the sale of the farm of 18½ acres located in the Third Election District of Anne Arundel County on the Crain Highway about 3 miles from Glen Burnie passed on the 11th day of June, 1936 null and void and to pass an order authorizing and directing your petitioner to execute the contract filed with this petition, for the sale of the said 18½ acres to Bryan Thomas.

And as in duty etc.,

M. Clare M. Green
Solicitor.

M. Clare M. Green
Trustee of the Estate of Frederick L.J.Gelhaus

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this 31" day of March in the year Nineteen hundred and thirty seven before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein set forth.

Witness my hand and seal Notarial.

(NOTARIAL SEAL)

Myrtle Sturm
Notary Public

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this 30" day of March in the year Nineteen hundred and thirty seven before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Joseph D. Lazenby of Julian Brewer & Son and made oath in due form of law that he was agent for M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus in the sale of the farm located in the Third Election District of Anne Arundel County, that a contract was executed by the said Trustee and Lawrence Snyder and his wife by which the said Snyders were to pay $25. down and $25 every month, that he had authority to make the collections under the contract, that Lawrence Snyder and his wife refused to make payments due under the contract after July 21, 1936 and he notified them that by the terms of the contract that it became null and void and that they must vacate the property which they did on or before October 22, 1936, that he believes the sale of the said property

at the price of $1600 under the terms of the contract with Bryan Thomas filed with the aforegoing petition is a fair sale and that it is to the advantage and best interests of the estate that the said contract be executed.

Joseph D. Lazenby

Witness my hand and seal Notarial,

(NOTARIAL SEAL) Myrtle Sturm, Notary Public.

Filed March 31" 1937

Ordered this 31" day of Mch. 1937, by the Circuit Court of Anne Arundel County in Equity that that part of the order of this Court passed on the 11th day of June 1936, authorizing and directing M. Clare M. Green, Trustee of the Estate of Frederick L.J. Gelhaus to enter into a contract of sale for the farm of 18½ acres located in the Third Election District of Anne Arundel County on the Crain Highway about three miles from Glen Burnie with Lawrence Snyder and Elizabeth Snyder, his wife, is hereby declared to all intents and purposes to be null and void and that M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus is hereby authorized and directed to execute the contract filed with the aforegoing petition marked exhibit No. 1 witn petition, which contract is for the sale of said farm of 18½ acres located in the Third Election District of Anne Arundel County on the Crain Highway about three miles from Glen Burnie to Bryan Thomas.

Linwood L. Clark, Judge.

Filed March 31" 1937.

Farm in Third Election District, Anne Arundel County, Maryland on Crain Highway.

This Contract made this 27th day of March, in the year Nineteen hundred and thirty seven by and between M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus of Anne Arundel County, of the first part and Bryan Thomas of the City of Baltimore, of the second part, both of the State of Maryland, Witnesseth:

Whereas, the said M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus has been authorized and directed by an order of the Circuit Court for Anne Arundel County in No. 4497 Equity, dated Mch. 31, 1937 to enter into a contract of sale with the said Bryan Thomas, for the hereinafter described property for the sum of Sixteen hundred dollars and upon the terms hereinafter set forth.

That in consideration of the covenants and agreements herein mentioned and the payments to be made as herein specified the said M. Clare M. Green, Trustee of the Estate of Frederick L.J. Gelhaus agrees to sell unto the said Bryan Thomas at and for the sum of Sixteen hundred dollars with interest at the rate of six per centum per annum, of which the said party of the second part has paid the sum of Five hundred dollars in hand the receipt whereof is hereby acknowledged, the following described property, situate, lying and being in the Third Election District of Anne Arundel County aforesaid, and described as follows: Beginning for the same at the end of sixty perches on the first line of the whole tract of land said point being in the center of the County Road leading to Glen Burnie and running thence along the outlines of the said whole tract, South twenty two and one half degrees East one hundred and six perches to a stone; thence South eighty nine and one half degrees East fourteen and one half perches; thence North forty six and one fourth degrees East six perches; thence leaving the outlines and running North twenty two and one half degrees West one hundred eighteen and three fourth perches to the centre of the

County Road; thence in the center thereof South forty one and one half degrees West twenty one and one tenth perches to the place of beginning, containing thirteen and one half acres of land, more or less.

(2) Beginning for the same in the center of the County Road leading from Benfield to Glen Burnie at the end of the fourth line of a lot of ground conveyed by Malon P. Stewart to Vaclov Vacek and wife; and running thence reversely South twenty two and one half degrees East forty eight and one half perches; thence North sixty seven and one half degrees East thirteen perches; thence North twenty two and one half degrees East sixty four and eight tenths perches to the center of said County Road; and thence in the center of said Road South forty one and one half degrees West fourteen and one half perches to the place of beginning, containing five acres of land, more or less. Being the same property which was conveyed to the said M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus by M. Clare M. Green, Assignee, by deed dated on the twenty third day of November in the year Nineteen hundred and thirty five and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 142 folio 437.

And the said Bryan Thomas hereby agrees and promises to pay to the said M. Clare M. Green, Trustee of the Estate of Frederick L.J. Gelhaus the sum of Sixteen hundred dollars with interest at the rate of six per centum per annum in the following manner; the sum of Five hundred dollars upon the signing of these contracts and the balance of Eleven hundred dollars to wit: the sum of Twenty five dollars on the First day of each and every month thereafter, beggining on the First day of May- 1937- until the said principal sum and interest have been paid, each installment when so paid to be applied first, to the payment of interest and the balance credited to the principal, with the privilege of making larger payments in any month, and upon the payment of each One hundred dollars on the principal hereof interest thereon to cease. And upon the payment of the full purchase price and interest the said Bryan Thomas to receive a good and merchantable deed from the said M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus for said property.

And the said Bryan Thomas further agrees and promises to pay the State and County taxes, fire insurance premiums and all other liens or assessments which may be charged against said property from the 27th day of March, 1937.

And the said Bryan Thomas further agrees to keep said property in repair and that all improvements, alterations and additions made to said property at his own cost and expense.

And the said M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus covenants and agrees upon the payment by the said Bryan Thomas of all the several sums of money, punctually in accordance with the times of payment and upon a strict and literal performance of their agreements and stipulations herein contained in accordance with their true intent and meaning, and upon the surrender of this contract to execute a deed to said Bryan Thomas conveying to him the above described property by a good and merchantable title in fee simple, free of all encumbrances, at his own cost and expense.

And it is further agreed by and between the parties hereto that in case the said Bryan Thomas shall fail to make the payment aforesaid or the payment of taxes and insurance premiums on said property or any of them punctually within ten days of due date and upon the strict terms and at the exact time herein limited or shall fail to perform all and each or any of the

agreements and stipulations herein contained strictly and literally without any default or neglect, the times of payment being expressly understood to be of the essence of this contract, then the said M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus her successors or assigns shall have the right to declare this agreement null and void, and all rights and interest hereby created or then existing in favor of the said Bryan Thomas or in any manner derived under this contract shall utterly cease and determine and the said real estate shall revert to and revest in the said M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus without any declaration of forfeiture act of re-entry, making demand or any other act to be by the said M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus performed, as absolutely fully and completely as if this agreement had never been made, it being hereby agreed that all such monies paid and improvements, alterations and additions made shall belong to the said M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus, her successors and assigns in consideration of the use and occupation of the land and improvements by said Bryan Thomas.

And the said Bryan Thomas hereby further agrees that in the event of such forfeiture he will surrender immediate possession of the premises to said M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus and upon their failure to surrender said premises proceedings may at once be instituted by the said M. Clare M. Green, Trustee of the Estate of Frederick L.J. Gelhaus or her successors or assigns without notice or making demand to recover the possession of said premises.

And it is further mutually agreed that no assignment of this contract by the said Bryan Thomas shall be valid unless the written consent of the said M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus is endorsed hereon.

In witness whereof we have hereunto set our hands and seals this 27th day of March Nineteen hundred and thirty seven.

Witness: M. Clare M. Green (SEAL)

Myrtle Sturm Trustee of the Estate of Frederick L.J.Gelhaus.

Witness: Charles F. Nash Bryan Thomas (SEAL)

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this thirty-first day of March in the year Nineteen hundred and thirty seven before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared M. Clare M. Green, Trustee, of the Estate of Frederick L.J. Gelhaus and acknowledged the aforegoing contract to be her act and deed.

Witness my hand and seal Notarial,

(NOTARIAL SEAL) Myrtle Sturm

Notary Public.

State of Maryland, Baltimore City Sct:

I hereby certify that on this Twenty-seventh day of March in the year Nineteen hundred and thirty seven before me the subscriber a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared Bryan Thomas and acknowledged the aforegoing contract to be his act and deed.

Witness my hand and seal Notarial.

Executed in duplicate. (NOTARIAL SEAL) Charles F. Nash

Notary Public.

Filed March 31st. 1937.

Petition and Order of Court to make investment.

In the Matter of the Trust Estate of Frederick L. J. Gelhaus

No. 4497 Equity

In the Circuit Court for Anne Arundel County.

The petition of M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus respectfully states:

1. That deposited in the Savings Department of the County Trust Company of Maryland, at Annapolis, Maryland is the sum of $1,473.55 in the name of M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus, which is uninvested corpus of the estate.

11. That Jessie Kirby has made application to your petitioner for a loan of Six hundred dollars to be secured by a first mortgage at 6% interest per annum on house and lot at 36 Washington Street, in the City of Annapolis, Maryland.

111. That your petitioner has personally known the said Jessie Kirby for a number of years and that she has always paid her bills promptly, that the title has been searched and it is good and marketable and your petitioner considers that said loan would be a safe and wise investment.

1V. That it will be to the advantage and benefit of all interested in the estate to invest the said $600.00 in a first mortgage at 6% interest per annum.

Therefore, your petitioner prays this Honorable Court, to pass an order authorizing and directing her to lend Jessie Kirby the sum of $600.00, to be secured by a first mortgage at 6% interest per annum for a period of three years on house and lot at 36 Washington Street.

And as in duty bound, etc.,

M. Clare M. Green

Trustee Estate of Frederick L. J. Gelhaus.

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this 3" day of February in the year nineteen hundred and thirty eight before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein set forth.

Witness my hand and seal Notarial.

(NOTARIAL SEAL)

Myrtle Sturm

Notary Public

Filed Feby. 3" 1938.

ORDER OF COURT

Upon the aforegoing petition it is ordered this 3" day of February, 1938, by the Circuit Court for Anne Arundel County in Equity that M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus is hereby authorized and directed to loan the sum of Six hundred dollars to Jessie Kirby, said loan to be secured by a first mortgage at No. 36 Washington Street,

in the City of Annapolis, Maryland, for the term of 3 years.

Linwood L. Clark, Judge

Filed Feby. 3" 1938.

Petition and Order of Court to make loan.

The petition of M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus respectfully states:

1. That deposited in the Savings Account of the County Trust Company of Baryland, at Annapolis, Maryland, is the sum of $1134.54 in the name of M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus, which is uninvested corpus of the estate.

11. That Charles Day Jackson has made application to your petitioner for a loan of Seven hundred dollars to be secured by a first mortgag_ at 6% interest per annum, on house and lot No. __ East Street, in the City of Annapolis Maryland.

111. That your petitioner has personally known the said Charles Day Jackson for a number of years and that he has always paid his bills promptly, that the title has been searched and it is good and marketable and Charles Day Jackson is a menber of the U. S. Naval Academy Band and your petitioner considers that said loan would be a safe and wise investment.

1V. That it will be to the advantage and benefit of all interested the estate to invest the said $700.00 in a first mortgage at 6% interest per annum.

Therefore, your petitioner prays this Honorable Court, to pass an order authorizing and directing her to lend Charles Day Jackson the sum of Seven-hundred dollars to be secured by a first mortgage at 6% interest per annum, for a period of three years on house and lot at —— East Street.

And as in duty bound etc.,

M. Clare M. Green

Trustee Estate of Frederick L.J. Gelhaus.

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this 8" day of December in the year nineteen hundred and thirty eight before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein set forth.

Witness my hand and seal Notarial,

(NOTARIAL SEAL) Myrtle Sturm

Notary Public.

Filed Dec. 9"-1938

ORDER OF COURT

Upon the aforegoing petition it is ordered this 9" day of December, 1938, by the Circuit Court for Anne Arundel County in Equity that M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus is hereby authorized and directed to loan the sum of Seven hundred dollars to Charles Day Jackson said loan to be secured by a first mortgage at No. 19 East Street, in the City of Annapolis, Maryland, for the term of 3 years.

Linwood L. Clark, Judge.

Filed Dec. 9" 1938

PETITION AND ORDER.

In the Matter of the Trust Estate of Frederick L. J. Gelhaus — No. 4497 Equity, In the Circuit Court for Anne Arundel County.

The petition of M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus, respectfully states:

1. That deposited in the Savings Department of the County Trust Company of Maryland, at Annapolis, Maryland, is the sum of $1870.00 in the name of M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus, which is uninvested corpus of the estate.

11. That Nicholas Brewer holds a first mortgage in the amount of $900.00 on the property of John H. Smith and Louise A. Smith, located on West Annapolis Boulevard, Second Election District of Anne Arundel County, Maryland, which mortgage yields 6% interest per annum.

111. That the said Nicholas Brewer wished to assign the said mortgage for the sum of $900.00.

1V. That your petitioner has had the title searched and found to be good and merchantable and that the property has been inspected and certified to your petitioner to be good security and your petitioner considers the purchase of this mortgage a safe and wise investment.

V. That it will be to the advantage and benefit of all interested in the estate to invest the said $900.00 in at first mortgage at 6% per annum.

Therefore your petitioner prays this Honorable Court to pass an order authorizing and directing her to purchase the said first mortgage from Nicholas Brewer for and at the sum of $900.00.

And as in duty bound etc.

M. Clare M. Green
Trustee of the Frederick L.J. Gelhaus Estate

State of Maryland; Anne Arundel County Sct:

I hereby certify that on this 14th day of March in the year Nineteen hundred and forty-one, before me, the subscriber , a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as thereon set forth.

Witness my hand and seal Notarial.

(NOTARIAL SEAL)

Myrtle C. O'Connor,
Notary Public.

Filed March 14" 1941.

I hereby certify that the property owned by John H. Smith and Louise A. Smith, his wife, upon which Nicholas Brewer holds a first mortgage in the amount of $900.00 is more than adequate security for the loan of $900.00 and is worth at least $2000.00.

Joseph D. Lazenby

ORDER OF COURT

Upon the aforegoing petition it is ordered this 14th day of March, 1941, by the Circuit Court for Anne Arundel County in Equity that M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus, is hereby authoirzed and directed to purchase the first mortgage on

the property of John H. Smith and Louise A. Smith located on West Annapolis Boulevard, Anne Arundel County, Maryland, from Nicholas Brewer for the sum of $900.00.

Ridgely P. Melvin, Judge

Filed March 14" 1941.

See J.H.H. 2068 - fol. 46

In the Matter of the Mortgaged	:	No. 5801 Equity
Estate of John A. Kaiser and	:	In the Circuit Court for
Estella Kaiser, his wife.	:	Anne Arundel County.

MORTGAGE

THIS MORTGAGE, Made this 31st day of January in the year nineteen hundred and twenty-seven between JOHN A KAISER and ESTELLA KAISER, his wife, of Anne Arundel County in the State of Maryland, Mortgagors, and THE COURT HOUSE BUILDING AND LOAN ASSOCIATION, INCORPORATED of the second part a body corporate, duly incorporated, Mortgagee:

WHEREAS, the said Mortgagors being members of said body corporate, have received therefrom an advance of Nine Hundred Dollars ($900.00) on nine (9) shares of its stock, the execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of one dollar, the said Mortgagors do grant, assign and convey unto the said mortgagee, its successors and assigns, all those seven lots of ground situate and lying in Anne Arundel County, in the fifth election district. And being known and designated as lots numbers one, two, three, four, five, six, and seven in block 1, on the plat of Garland Park. Said plat being recorded among the Land Records of Anne Arundel County in plat book W.N. W. No.3, folio 30. Being the same lots of ground which by deed dated of even date herewith and recorded among said Land Records immediately prior hereto, was conveyed to the said Mortgagors by The Linthicum Relalty Company.

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

TO HAVE AND TO HOLD the said lots of ground with the improvements and appurtenances aforesaid, unto the said Mortgagee its successors and assigns, in fee simple.

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

AND the said Mortgagors for themselves their heirs, personal representatives and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows: that is, to pay weekly, to the said mortgagee, its successors and assigns, the sum of twenty-five cents as dues until the said sum of Nine Hundred Dollars shall be repaid; and also to pay weekly, at the time and place specified by the mortgagee, the sum of twelve cents as interest until the sum of One Hundred dollars shall be repaid in weekly dues, when the said weekly payments of interest shall be reduced twelve cents; and so on, and as often as one hundred dollars shall be so repaid in dues, the weekly payments of interest shall be so reduced twelve cents; to pay all fines and penalties that may be imposed upon them by said mortgagee in accordance with its charter, constitution or by-laws, which by-laws are hereby made a part hereof; to pay

all taxes and water rent, and other public dues and charges for which the property hereby mortgaged is now or may become liable, when payable, and for the purpose of paying the same the said mortgagors hereby covenant to pay weekly to the said mortgagee, its successors and assigns the sum of one dollar which the said mortgagee shall from time to time apply to the payment of said expenses, and in the event that said sum should in any year during the continuance of this mortgage be insufficient to pay said expenses, then the said mortgagors will on demand pay the difference, but should said sum be more than sufficient, the excess shall be credited to the mortgagors

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

AND it is agreed that until default be made in the premises, the said mortgagors, their heirs, personal representatives or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable.

AND it shall be lawful for the said mortgagee, its successors or assigns, or for Francis I. Mooney its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage shall have continued for four weeks to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said mortgagee may be deemed expedient: and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including 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 haye then matured; and the surplus shall be paid to the mortgagors their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said mortgagors for themselves their heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commission the said mortgagors for themselves their heirs, personal representatives or assigns, hereby covenant to pay; and the said mortgagee,

its successors or assigns, or its attorneys or agents, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

IT IS FURTHER AGREED, that in case the mortgagors cease to own, sell, transfer, or dispose of the within described property, without first obtaining the assent in writing of the mortgagee, then the unpaid balance shall immediately become due, and in default of payment this mortgage may be foreclosed.

AS WITNESS the hands and seals of the said Mortgagors.

Test: John A. Kaiser (SEAL)

Francis I. Mooney Estella Kaiser (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I Hereby Certify, that on this 31st day of January in the year nineteen hundred and twenty-seven before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City personally appeared JOHN A. KAISER and ESTELLA KAISER, his wife, the Mortgagors named in the foregoing Mortgage, and they each acknowledged the foregoing Mortgage to be their act. At the same time also appeared William A. Freburger the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Francis I. Mooney

Notary Public.

Filed March 19" 1930.

Baltimore, Maryland. February 20th.,1930

For value received The Court House Building and Loan Association Incorporated hereby assigns the within mortgage to The Favorite Building and Loan Association Incorporated.

Witness the corporate seal of The Court House Building and Loan Association Incorporated and the signature of William A. Freburger, the President thereof.

Test: Marian V. Hancock (CORPORATE SEAL) THE COURT HOUSE BUILDING AND LOAN ASSOCIATION INCORPORATED

By William A. Freburger, President.

STATEMENT OF MORTGAGE CLAIM

In the Matter of the Mortgaged Estate of John A. Kaiser, and Estella Kaiser, his wife.

No. 5801 Equity

In the Circuit Court for Anne Arundel County.

Statement of the Mortgage Claim of THE FAVORITE BUILDING AND LOAN ASSOCIATION INCORPORATED, Assignee under the mortgage from JOHN A KAISER and ESTELLA KAISER, his wife, to THE COURT HOUSE BUILDING AND LOAN ASSOCIATION INCORPORATED dated the 31st day of January 1927, and recorded among the Land Records of Anna Arundel County in Liber F.S.R. No. 8 Folio 292

Mortgage Loan	$ 900.00
Paid on account of principal & interest	250.22
	649.78

16 weeks interest at $.84 from January

1st to April 16th, 1930.	$ 13.44
	663.22
Insurance	5.51
	$ 668.73

Charles F. Smith, President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 14th day of April in the year nineteen hundred and thirty before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared CHARLES F. SMITH, President of THE FAVORITE BUILDING AND LOAN ASSOCIATION INCORPORATED the plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) J. Calvin Morgan

Notary Public.

Filed April 17" 1930.

BOND.

KNOW ALL MEN BY THESE PRESENTS,

THAT we Francis I. Mooney as Principal, and MASSACHUSETTS BONDING AND INSURANCE COMPANY, a body corporate of the Commonwealth of Massachusetts 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 17th day of April nineteen hundred and 30.

WHEREAS, by virtue of a power of sale contained in a mortgage from John A. Kaiser and Estella Kaiser, his wife to The Court House B.& L. Association, Inc. bearing date on or about the 31st day of January nineteen hundred and 27 the said Francis I. Mooney 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 Francis I. Mooney 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 Francis I. Mooney do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Angela C. Hughes Francis I. Mooney

(CORPORATE SEAL) MASSACHUSETTS BONDING AND INSURANCE COMPANY

By Benjamin Michaelson, Attorney-in-fact.

Filed April 17" 1930.

PETITION AND ORDER

To the Honorable the Judge of said Court:

The Petition of Francis I. Mooney Attorney named in the mortgage in the above entitled cause respectfully represents.

First, That on the seventeenth day of April, 1930 at 11 A.M. in the City of Annapolis, Md., he offered for sale the properties mentioned in the mortgage filed in these proceedings at public auction after due notice.

Second, That at the time of said sale your petitioner inadvertently bid the said property in for the Favorite Building and Loan Association at and for the sum of eight hundred and fifty dollars and filed in this Court a report of sale to them for said sum which said report was duly radified and confirmed on the fith day of June, 1930.

Third, That at the time your petitioners bid in said property for the Favorite Building and Loan Association, he did not have authority from them to do so, but because said sale was an amicable one made for the purpose of cleaning up the financial difficulties of the mortgagors, assumed his act would be ratified by said associations.

Fourth, That no money was passed at said sale.

Fifth, That upon reporting his act to said Association it disavowed same and refused to take title to said property.

Sixth, That said report of sale was ratified without the request of request or knowledge of your petitioner by request of someone who had no authority to have same done.

Seventh, That at the time of said sale it was the intention of the mortgagors to refinance said property but they never have been able to do so.

Eighth, That the property mentioned was sold to the mortgagors by the Linthicum Realty Co., who were at that time developing Garland Park and the reason for reporting the sale at eight hundred and fifty dollars was to prevent depreciating the value of other lots in that development said Realty Company having guaranteed the mortgage mentioned in these proceedings to the extent for five hundred and fifty dollars.

Nineth, That your petitioner has not brought the matter to the attention of the Court sooner because of his continued ill health.

Wherefore your petitioner prays, your Honor to pass an Order striking out the order of June fifth, 1930, ratifying said sale and authorizing him to resell said property, cost of said resale to be borne by your petitioner.

And as in duty bound, etc.

Eugene P. Childs
Solicitor for Petitioner

Francis I. Mooney
Petitioner.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 12th day of April, in the year nineteen hundred and thirty-two, before me this subscriber a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid personally appeared Francis I. Mooney, the above named petitioner and he made oath in due form of law that the matters and facts contained in the aforegoing petition are true to the best of his knowledge and belief.

Witnessed my hand and notarial seal.

(NOTARIAL SEAL)

J. Calvin Morgan
Notary Public.

ORDER

Upon the foregoing petition and affidavit it is ordered by the Circuit Court for Anne Arundel County in equity this 21st day of April in the year nineteen hundred and thirty two.

That the order of this Honorable Court dated the fifth day of June nineteen hundred and thirty ratifying the sale of the property mentioned in the aforegoing proceedings be and the same is hereby stricken out and said sale is hereby set aside, unless caused to the contrary be shown on or before the 9th day of May nineteen hundred and thirty two, providing a copy of this petition and order is served on the said John A. Keyser and Estelle Keyser his wife, and the Favorite Building and Loan Association and the Linthicum Realty Company on or before the 27 day of April nineteen hundred and thirty two.

Robert Moss

Filed April 21" 1932.

Opinion of Court striking out Final Order of Ratification, and setting the sale aside.

In the Matter of the Sale of the Mortgaged Real Estate of John A. Kaiser and wife.

No. 5801 Equity. In the Circuit Court for Anne Arundel County.

Opinion of Court setting aside sale of April 17th, 1930. Judge Robert Moss.

In this case it appears that Francis I. Mooney, Attorney named in the mortgage which has been attempted to be foreclosed in this case, on the 17th day of April, 1930, at 11 o'clock A.M. in the City of Annapolis, Md., offered for sale the property mentioned in the mortgage, after due notice, and, of his own accord, bid the property in for The Favorite Building and Loan Association, mortgagee, for the sum of Eight Hundred and Fifty Dollars, and reported the sale to the Court, which said sale was confirmed on the 5th day of June, 1930.

The Petition further says, that the Petitioner bid in said property for The Favorite Building and Loan Association, that at the time he bid the property in for the said Association he did not have authority from said Association to do so, but because said sale was an amicable one, made for the purpose of clearing up the financial difficulties of the mortgagors, he assumed his acts would be ratified by said Association. Further, that no money was passed at said sale, and that upon reporting his act to said Association, it disavowed same and refused to take title to said property; further that said Report of Sale was ratified without the request, or knowledge of your Petitioner, by the request of some one who had no authority to have the same done. That at the time of said sale it was the intention of the mortgagors to re-finance said property, but they never have been able to do so. That the property mentioned was sold by the Linthicum Heights Realty Company to the mortgagors, said Realty Company at that time were developing Garland Park, and the reason for reporting the sale at $850 was to prevent depreciating the value of other lots in that development, said Realty Company having guaranteed the mortgage mentioned in these proceedings to the extent of $550. That the said Petitioner, Francis I. Mooney, had not brought the matter to the attention of the Court sooner because of his continued ill-health, and prays the Court to pass an Order striking out the Order of June 5th, 1930 ratifying said sale and authorize him to re-sell said property, the cost of the sale of April 17th, 1930 to be borne by him, the Petitioner.

Testimony in this matter was taken before the Court, and practically all of the Directors of The Favorite Building and Loan Association testified in the case, all of them testifying

that they did not authorize Mr. Mooney, or any one, to bid the property in for them and had no intention of buying the same.

It is due to Mr. Mooney to say that the Court knows he has been in ill-health for several years, and at times unable to get about to attend to the ordinary work of his office. The Court has known him for many years and has always found him sober, reliable, and at all times dealing fairly with any Court in which he appears.

The Court will not take the trouble to set out the testimony in the record, it was taken in the Court's presence, and the Court has carefully considered it, and believes that it would be inequitable not to strike out the Order of Ratification, especially when the Court well remembers at the time it ratified the sale, that it was not brought to the Court by Mr. Mooney, but by some one who professed to be doing it for Mr. Mooney because he was sick and unable to attend to the matter.

Until examining the authorities the Court very much feared, the sale having been ratified for over two years that it would be necessary for the Petitioner to file a Bill in Equity to have the sale set aside, but upon reviewing the authorities the Court reaches the conclusion that it has ample power to strike out this ratification of the sale.

Miller's Equity Procedure says,-

"Although it has been held that after the final ratification of a sale by a Trustee, the objection of the purchaser to the ratification comes too late and cannot be considered, yet it is said, that if there should appear, either before or after the sale has been ratified, an injuricus mistake, misrepresentation or fraud, the Order of Ratification may be rescinded and the Reported Sale rejected."

This citation from Miller's Equity is supported by numerous authorities cited in Marbury vs. Stonestreet, 1st Md. at pages 154-155.

In Hunting vs. Walter, 33rd Md. page 60, the Court said, at Page 62,

"Until the Final Ratification a sale made by Order of a Court of Equity, is an Executory contract, open to objection, and will not be enforced if it is inequitable and against good conscience to do so.

As this case now stands it is to be considered as if no Order of Ratification had been passed, the Order of the Judge below rescinding it being final and conclusive."

The facts in the case show that the appellee, Walter, had purchased the property under the impression and belief that he was buying it free from all encumbrances, except the ground rent mentioned in the advertisement of sale. He so declares in his affidavit and his acts immediately after the payment of the $50 to the Auctioneer confirm us in this impression.

In this case of course no deposit was made on the day of sale and nothing was done to perfect the sale except the publication of the Order Nisi, and the bringing of the papers to the Court for ratification by some one not authorized to do so by Mr. Mooney or the alleged purchasers. While, on the other hand, the Directors of The Favorite Building and Loan Association declare that they authorized no one to bid the property in for their Association, and knew nothing of the matter until a long time after the sale had been made.

It follows from what has been said the Court is compelled to strike out the Final Order of Ratification, and to set aside the said sale of April 17th, 1930, the said Francis I. Mooney to pay the costs of this proceeding connected with making the said sale, the costs of the Petition for setting the sale aside and matters referring thereto to be reserved for the

future consideration of the Court.

Robert Moss A.J.

Filed Nov. 18" 1932.

BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Francis I. Mooney, as Principal, and American Surety Company of New York, a body corporate of the State of New York, and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 7th day of July nineteen hundred and 33.

WHEREAS, by virtue of a power of sale contained in a mortgage from John A. Kaiser and Estella Kaiser, his wife to The Court House B. & L. Association, Inc. bearing date on or about the 31st day of January nineteen hundred and 27 the said Francis I. Mooney 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 Francis I. Mooney 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 Francis I. Mooney do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Test: Francis I. Mooney (SEAL)

Angela C. Hughes (CORPORATE SEAL) AMERICAN SURETY COMPANY OF NEW YORK.

By Benjamin Michaelson,

Atty-in-fact.

Filed July 7th. 1933.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Francis I. Mooney, attorney named in mortgage in the above entitled case in the proceedings of 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, the said Francis I. Mooney, attorney as aforesaid, did pursuant to said notice on Saturday, July 8, 1933 at 11.15 A.M. attend in person at the Courthouse door in the City of Annapolis, Md. the time and place advertised for said sale and there sold the hereinafter described property to Otellie Knierin at and for the sum of Seventy-five dollars cash.

Being known as Lots Nos. 1, 2, 3, 6 and 7 in block 1 on the Plat of Garland Park, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book W. M. W. No. 3, folio 30, in fee simple.

Francis I. Mooney

Attorney named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY That on this 10th day of July, nineteen hundred and thirty-ghree, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Francis I. Mooney, attorney named in mortgage and he 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.

(NOTARIAL SEAL) J. Calvin Morgan

Notary Public.

Filed July 12th. 1933.

ORDER NISI

Ordered, this 12th day of July, 1933, That the sale of the property mentioned in these proceedings made and reported by Francis I. Mooney, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of August next.

The report states that the amount of sales to be $75.00

Filed July 12th. 1933 Frank S. Revell, Clerk.

Certificate of Publication

Annapolis, Md., October 10, 1933

We hereby certify, that the annexed Order Nisi- Sale - Kaiser Equity #5801 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 August, 1933. The first insertion being made the 20th day of July, 1933.

THE CAPITAL-GAZETTE PRESS, INC.

By Margaret E. Strange.

ORDERED BY THE COURT, This 21" day of ___ 19__ that the sale made and reported by the Trustee aforesaid, be and the same __ hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Linwood L. Clark, Judge.

Filed Aug. 21" 1935.

AUDITOR'S REPORT AND ACCOUNT.

In the Matter of the Sale of the Mortgaged Real estate of John A. Kaiser and Wife.

No. 5801 Equity

In the Circuit Court for Anne Arundel County.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled

cause, and from them he has stated the within account

All of which is respectfully submitted.

Noah A. Hillman, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of John A. Kaiser & Wife in ac. with Francis I. Mooney, Attorney

To Attorney for his commissions		$	$ 5.25
To Attorney for Court Costs, viz:			
" Plaintiff's Solicitor's appearance	fee	10.00	
" Clerk of Court		12.40	
" Auditor		4.50	26.90
To Attorney for Expenses, viz:			
" Capital Gazette Press, handbills		5.50	
" Capital Gazette Press, advertising Sale		9.00	
" Capital Gazette Press, Order Nisi on Sale		5.00	
" Capital Gazette Press, Order Nisi on Aud. Acct.		5.00	
" American Surety Co., two bond premiums		20.00	
" Wm. H. Moss and Co. Auctioneer		6.00	
" J. Calvin Morgan, affidavits		1.00	51.50
			83.65

Cr. July 8" 1933	Proceeds of Sale	$75.00
	Overpaid	8.65
		$83.65

ORDER NISI.

ORDERED, This 22nd. day of June, 1938, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 23rd., day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd., day of July next.

Frank A. Munroe, Clerk

In the Matter of the Trust Estate of : No. 5198 Equity
Charles Sellman, Anna Iglehart Sellman, : In the Circuit Court for
his wife and Harriet M. Sellman : Anne Arundel County.

DEED OF TRUST.

This Deed made this 20th day of September in the year of our LORD Nineteen hundred and twenty six by and between Anna I. Sellman and Charles W. Sellman, her husband, parties of the first part and Eugene P. Childs, Trustee, as hereinafter mentioned, party of the second part.

Witnesseth, that for and in consideration of the special trust and confidence reposed in the party of the second part ---------- by the parties of the first part and in consideration of the sum on one dollar, thereunto moving from the party of the second part unto the parties of the first part, and of the further consideration of the conditions, trusts and confidences herein imposed upon the party of the second part by the parties of the first part, the said Anna I. Sellman and Charles W. Sellman parties of the first part do grant and convey unto Eugene P. Childs Trustee his heirs, successors and assigns, all of their property real, personal and mixed, of whatsoever kind, nature and description and wheresoever situated, in trust nevertheless for the following uses and purposes, to wit:

First: In trust, to manage, lease or in any other manner to deal with said property, and to collect the rents, incomes, issues and profits from said property, and to apply the same, first to the payment of all debts, now due and owing by the parties of the first part; second, to the payment of all expenses incident to the management of said trust estate, and; third, to use the balance or as much as may be necessary thereof, for the maintenance and support of Anna I. Sellman and Charles W. Sellman her husband and Harriet M. Sellman the sister of Charles W. Sellman for and during their natural lives respectively, and upon the death of the last survivor the said trust shall thereby ipso facto terminate.

Second: And for the purpose of effectually accomplishing the purposes of this deed of Trust, the parties of the first part do hereby expressly authorize and empower the party of the second part as Trustee to borrow money on the corpus of said estate including the farm if the necessity should arise, and to secure the same by a good and sufficient mortgage in the usual form, to be executed, acknowledged and recorded according to law.

Third: And the said parties of the first part do hereby authorize and empower the said party of the second part as trustee, to invest, reinvest, and change the investments of said estate at any time in his discretion; the power to invest, reinvest and change investments herein given not to extend however to a sale of the farm which constitutes a part of this estate, but is expressly restricted to the personal property, money and profits derived from said farm or otherwise; to collect, sue for, distrain or use any process of the law to recover, protect and defend the estate and the property thereof, and in all respects to represent the parties of the first part and either of them in every matter and in every way concerning their estate, either joint or separate, and to give full and valid releases, acquittances and discharge for all debts due to said estate, and they do prescribe and direct that said trustee execute said trust under the supervision and control of the Circuit Court for Anne Arundel County, and shall give a bond in the penalty of three thousand ($3000.) dollars for the faithful discharge of his duties in the premises or such other bond as may be required of him by the Circuit Court for Anne Arundel County.

Fourth: And the said parties of the first part do further direct and require that the

said trustee shall file an annual account in the Circuit Court for Anne Arundel County of all acts on his part in the premises under oath together with proper vouchers of all of his expenditures, the excess of the income of said estate if any there be after the payment of all expenses of the administration of said estate including such commissions as is allowed by the Circuit Court, the premium of such bond as is required by said Court, and support and maintenance of Anna I. Sellman and Charles W. Sellman and Harriet M. Sellman, shall be invested in the discretion of said trustee under the direction of this Court.

And for the purposes and in the furtherance of the powers hereinbefore mentioned and subject to the limitations and restrictions herein specified the parties of the first part do by these presents grant, convey, assign and set over unto the party of the second part trustee all of their above described property.

Together with the buildings and improvements thereon erected made or being and all of the rights, roads, ways, privileges, appurtenances and advantages 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 Eugene P. Childs, trustee in special trust and confidence that he will faithfully execute the trusts and confidences in him reposed for the use and benefit of Anne I. Sellman and Charles W. Sellman and Harriet M. Sellman for and during their natural lives repectively.

In testimony whereof we have hereunto set our hands and affixed our seals this 20th day of September 1926.

Witness: Anna Iglehart Sellman (SEAL)

Charles W. Sellman (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 20th day of September 1926, before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Charles W. Sellman and Anna I. Sellman, and they acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) F. Wilhelmina Pettebone

Notary Public.

Filed Sept. 22" 1926.

Petition for jurisdiction of Court.

To the Honorable the Judges of said Court:

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

First: That by deed of Trust dated the 20th day of September in the year 1926 Charles W. Sellman and Anna Iglehart Sellman executed a deed of trust of all of their property real, personal and mixed unto your petitioner for the use and benefit of themselves and Harriet M. Sellman for and during their natural lives respectfully.

Second: That one of the conditions recited in said deed is that said Trust be executed under the supervision of the Circuit Court for Anne Arundel County and that the trustee enter into bond for the sum of three thousand dollars ($3,000.00) for the faithful execution of said trust.

Third: That your petitioner is now ready to execute the duties of said trust and to file

a bond in the penalty as prescribed by said deed of trust.

To the end therefore,

Your petitioner prays the Court to assume jurisdiction of said trust and to supervise the execution thereof.

Eugene P. Childs, Trustee.

Filed Sept. 21" 1926

The aforegoing petition having been read and considered it is thereupon this 21st day of September adjudged ordered and decreed that the Circuit Court for Anne Arundel County assume jurisdiction of the Trust Estate above described, and that said trustee before acting as such shall file with the Circuit Court for Anne Arundel County a bond in the penalty of three thousand dollars ($3,000.00) with sureties to be approved by the Clerk of said Court and shall file in said Court an annual account of all acts on his part in the premises together with proper vouchers of all of his expenditures as is provided in said deed of trust.

Robert Moss A.J.

Filed Sept. 22" 1926

TRUSTEE'S BOND.

KNOW ALL MEN BY THESE PRESENTS,

THAT WE Eugene P. Childs, of Anne Arundel County, State of Maryland and the NATIONAL SURETY COMPANY, a body corporate, of New York, and duly admitted to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand Dollars to be paid to the said State or its certain Attorney, to which payment well and truly to be made we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents--sealed with our seals and dated this 21st day of September in the year of our Lord one thousand nine hundred and twenty six

WHEREAS, the above bounden Eugene P. Childs by virtue of a decree of the Honorable the Judge of the Circuit Court has been appointed trustee to administer the Trust mentioned in the proceedings in the case of In the Matter of the Trust Estate of Charles W. Sellman and Anna I. Sellman his wife now pending in said Court:

NOW THE CONDITION OF THE ABOVE OBLIGATION is such That if the above bounden Eugene P. Childs do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of (CORPORATE SEAL)
F. Wilhelmina Pettebone

Eugene P. Childs (SEAL)
NATIONAL SURETY COMPANY
By George E. Rullman (SEAL)
Attorneys-in-Fact.

Test as to Surety:
F. Wilhelmina Pettebone Filed Sept. 22" 1926

Petition to change Estate with purchase price of Tomb Stone & order of Court thereon.

To the Honorable the Judge of said Court:

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

First: That among the beneficiaries provided for in the deed of Trust of Charles W. Sellman and Anna Iglehart Sellman was the sister of Charles W. Sellman whose name was Harriet M. Sellman.

Second: That since the date of the said Deed of Trust on the 20th day of September 1926 the said Charles W. Sellman, one of the grantors in said Deed of Trust and Harriet M. Sellman

one of the beneficiaries named in said trust estate have departed this life leaving Anna Iglehart Sellman as the only surviving beneficiary.

Third: That the said Anna Iglehart Sellman the surviving beneficiary is desirous of having erected a monument in the Cemetery of All Hallows Church at Davidsonville, which monument and foot-stones will cost the sum of one hundred and seventy five dollars.

Fourth: That Mrs. Frank A. Munroe who is a niece of Anna Iglehart Sellman has selected the monument and footstones at the above cost, to wit, one hundred and seventy five dollars and has approved the same as being suitable markers for said graves.

To the end therefore your petitioner prays the Court to authorize and direct him as Trustee to pay said bill of one hundred and seventy five dollars out of the trust funds belonging to said estate.

Respectfully submitted.

Eugene P. Childs, Trustee

Im Mrs. Margaret H. Munroe, wife of Frank A. Munroe do hereby certify that I have inspected said monument and have approved the same as being a suitable marker to be placed in the Sellman lot at All Hallows Chapel, Davidsonville and do believe that the price paid therefor is reasonable and do recommend that said bill is a proper charge against said estate.

Margaret H. Munroe

Ordered on the aforegoing petition this 23rd day of May in the year of our Lord Nineteen hundred and twenty eight by the Circuit Court for Anne Arundel County that Eugene P. Childs, Trustee in the above entitled case be and he is hereby authorized and directed to pay the above bill and charge the same against said estate.

Robert Moss, A.J.

Filed Aug. 23" 1928.

Petition to borrow money, and Order of Court thereon.

In the Matter of the Trust Estate of
Charles W. Sellman and Anna L. Sellman.

No. 5198 Equity.
In the Circuit Court for
Anne Arundel County.

To the Honorable the Judges of Said Court:

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

FIRST: That by deed of Trust dated the 20" day of September in the year 1926, Charles W. Sellman and Anna I. Sellman, his wife conveyed unto your petitioner all of their property in trust for them the said Charles W. Sellman and Anna I. Sellman, the grantors in said deed of trust and also Harriet M. Sellman who was a sister of the said Charles W. Sellman, in which deed of trust your petitioner was given power to borrow money on said property in said deed mentioned either by note or by mortgage; over which trust estate this Court by its order dated 21" day of September 1926 assumed jurisdiction of.

Second: That since the date of said deed of trust the said Charles W. Sellman and his sister Harriet M. Sellman have departed this life leaving the said Anna I. Sellman the only sunviving beneficiary.

Third: That owing to the failing health of the said Anna I. Sellman your petitioner is obliged to employ a competent woman to look after her, to whom he pays fifty dollars ($50.00) per month.

Fourth: That owing to a short corn crop your petitioner will not have sufficient

revenue to take care of the immediate needs of the estate, there being no other source of revenue except the produce raised on the farm, and the tobacco crop will not be ready for market before July.

To the end therefore.

Your petitioner prays the Court to pass an order authorizing and directing him to borrow the sum of five hundred dollars on his note as Trustee and to thus bind said trust estate for that amount in order to take care of the needs of said estate until he can market the tobacco crop on said farm.

Eugene P. Childs, Trustee.

Ordered on the aforegoing petition this 21st day of December in the year of our LORD Nineteen hundred and twenty- eight that Eugene P. Childs Trustee be and he is hereby authorized and directed to borrow the sum of five hundred dollars ($500.00) and to secure the same by his promissory note signed by himself as Trustee, which note when properly signed and delivered shall be and become a proper charge and lien against said Trust Estate.

Robert Moss, A.J.

Filed Dec. 21" 1928.

In the Matter of the Trust Estate
of
Charles W. Sellman and Anna I. Sellman

No. 5198 Equity
In the Circuit Court for
Anne Arundel County.

Petition to borrow money on first mortgage and Order of Court thereon.

To the Honorable, the Judges of said Court.

The Petition of Eugene P. Childs, Trustee in the above entitled case respectfully shows:

First: That by deed of Trust dated the 20th day of September, in the year 1926, Charles W. Sellman and Anna I. Sellman, his wife, conveyed unto your petitioner all of their property in trust for them, the said Charles W. Sellman and Anna I. Sellman, the grantors in said deed of trust and also Harriet M. Sellman, who was a sister of the said Charles W. Sellman, in which deed of trust your petitioner was given pwoer to borrow money on said property in said deed mentioned either by note or by mortgage; over which trust estate this Court by its Order dated 21st day of September, 1926, assumed jurisdiction of.

Second: That since the date of said deed of trust the said Charles W. Sellman and his sister Harriet M. Sellman have departed this life leaving the said Anna I. Sellman the only surviving beneficiary.

Third: That during the month of December, 1928, your petitioner was ordered to borrow the sum of five hundred dollars on his promissory note, which sum your petitioner borrowed from the Farmers National Bank, this being the only lien against said property, except unpaid taxes.

Fourth: That your petitioner is desirous of paying off this loan to the Farmers National Bank and also putting some improvements to the tobacco barn on the place, which has been seriously damaged by a recent wind storm.

Fifth: That your petitioner believes that it would be advisable to borrow the sum of fifteen hundred dollars and secure the same by a mortgage on said property, which money your petitioner desires to use for the running expenses of the estate, to the payment of the loan to the Farmers National Bank of five hundred dollars and to putting the necessary improvements to the tobacco barn on the farm.

To the end therefore,

Your petitioner prays the Court to pass an order authorizing and directing him to borrow the sum of fifteen hundred dollars and to secure the same by a first mortgage for that amount executed by your petitioner as Trust for said estate.

Eugene P. Childs, Trustee.

Ordered on the aforegoing petition this 30th day of July, 1929, that Eugene P. Childs, Trustee be and he is hereby authorized and directed to borrow the sum of fifteen hundred dollars ($1500.00) and to secure the same by a first mortgage signed by himself as Trustee, which mortgage when properly signed and recorded shall be and become a proper charge and lien against said Trust Estate, and from the proceeds of said mortgage loan, the said Trustee is hereby directed to pay to the Farmers National Bank the note of Five Hundred Dollars due by said estate with such interest as may be due thereon.

Robert Moss, A.J.

Filed July 30th. 1929.

Petition to borrow money and Order of Court thereon.

To the Honorable the Judges of said Court,

The Petition of Eugene P. Childs, Trustee in the above entitled case respectfully shows:

First: That by deed of Trust dated the 20th day of September, in the year 1926, Charles W. Sellman and Anna I. Sellman, his wife, conveyed unto your petitioner all of their property in trust for them, the said Charles W. Sellman and Anna I. Sellman, the grantors in said deed of trust and also Harriet M. Sellman, who was a sister of the said Charles W. Sellman, in which deed of trust your petitioner was given power to borrow money on said property in said deed mentioned either by note or by mortgage; over which trust estate this Court by its Order dated 21st day of September, 1926, assumed jurisdiction of.

Second: That since the date of said deed of trust the said Charles W. Sellman and his sister Harriet M. Sellman have departed this life leaving the said Anne I. Sellman the only surviving beneficiary.

Third: That during the month of July last your petitioner was authorized to borrow the sum of Fifteen Hundred Dollars ($1500.00) as a lieu against said Estate and to use the money for the purpose of paying off an existing indebtedness to the Farmers National Bank of Five Hundred Dollars ($500.00) and to repair the barn that had been almost demolished by a wind storm, all of which was accordingly done.

Fourth: That your petitioner has rented to farm to one, Amoss Stallings and in consequence must do some repairing, but has no money with which to do the same.

To the end therefore,

Your petitioner prays the Court to pass an Order authorizing and directing him to borrow the sum of Twenty-five Hundred Dollars ($2500.00) and to secure the same by a first mortgage for that amount executed by your petitioner as Trustee for said Estate.

Eugene P. Childs, Trustee.

Ordered on the aforegoing petition this 14th day of February, 1930, that Eugene P. Childs, Trustee be and he is hereby authorized and directed to borrow the sum of Twenty-five Hundred Dollars ($2500.00) and to secure the same by a first mortgage signed by himself as Trustee, which mortgage when properly signed and recorded shall be and become a proper charge and lien

against said Trust Estate, and from the proceeds of said mortgage loan, the said Trustee is hereby directed to pay to Charlotte M. Clokey the mortgage debt of Fifteen Hundred Dollars ($1500.00) due by said Estate with such interest as may be due thereon.

Robert Moss, A.J.

Filed Feb. 14" 1930.

PETITION AND ORDER OF COURT

To the Honorable the Judges of said Court.

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

First: That Amos Stallings, the tenant on the Sellman property agreed to a hog and corn production program with the Federal Government with the consent of your Petitioner.

Second: That the government is now ready to pay over this money amounting to two hundred thirteen dollars and fifty cents ($213.50) out of which this trust estate is only entitled to its proportionate part in the reductions in the corn crop, which is twenty-three dollars and forty cents ($23.40).

To the end therefore your Petitioner prays the Court to confirm the act of your Trustee and direct him to execute such releases in the matter as may be necessary for the receipt of said money.

Respectfully submitted.

Eugene P. Childs, Trustee Estate of C.W. Sellman.

Ordered on the aforegoing petition this 10th day of August in the year 1934, that the act of the Trustee in agreeing to a crop reduction program in this Estate is hereby ratified and confirmed and said Trust Estate is hereby directed to execute such releases as may be necessary to procure the money due over the crop reduction program.

Nicholas H. Green A.J.

Filed August 10" 1934.

Petition to join in deed conveying property to Amos C. Stallings and Order of Court thereon.

To the Honorable the Judges of said Court:

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

That heretofore, to wit, on the 20th day of September in the year 1926 Anna Iglehart Sellman and her husband, Charles W. Sellman executed a deed of trust wherein they conveyed certain property to Eugene P. Childs, Trustee among which was a farm situated in the First District of Anne Arundel County and containing 165 acres of land. That both Mr. Charles W. Sellman and his wife, Anna I. Sellman have departed this life and on the 24th day of October in the year 1934 your Petitioner filed his Second and Final Account, which account showed a balance due by said Estate amounting to five thousand two hundred and seventeen dollars and twenty-five cents ($5,217.25).

That under the Last Will and Testament of Anna Iglehart Sellman she devised all of the properties unto her nieces who desire to sell said property in order to pay the claims due thereon.

That they have negotiated with one, Amos C. Stallings for the sale of said property at and for the sum of sixty-five hundred dollars ($6500.00) and your petitioner has been requested to join in the deed with them for the purpose of conveying the title of said property to Amos C. Stallings.

To the end therefore, your Petitioner prays the Court to authorize and direct the said Eugene P. Childs, Trustee in the above entitled case to join in the deed with the heirs at law of the late Anna Iglehart Sellman for the purpose of transferring the title to said property as herein set forth.

Respectfully submitted.

Eugene P. Childs, Trustee.

Ordered on the aforegoing Petition this 16th day of April in the year 1935, that Eugene P. Childs, Trustee in No. 5198 Equity "In the Matter of the Trust Estate of Charles W.Sellman and others", be and is hereby authorized and directed to join in said deed with the devisees of the late Anna Iglehart Sellman for the purpose of conveying the title to said Amos C. Stallings.

Wm. Henry Forsythe Jr.,

Filed April 16" 1935.

In the Matter of the Sale of the Mortgaged:		No. 6603 Equity
Real Estate of	:	In the Circuit Court for
Nellie H. Valentine and husband.	:	Anne Arundel County.

ORDER TO DOCKET SUIT.

Mr. Frank S. Revell, Clerk:

Please docket this suit, and file the original mortgage herein.

Jno. S. Strahorn, Solicitor.

Filed Aug. 31st., 1933.

MORTGAGE

THIS MORTGAGE, Made this sixteenth day of July, in the year nineteen hundred and thirty-one (1931) by and between Nellie H. Valentine and James L. Valentine, her husband, Mortgagors of The Pines, 3rd Dist., A.A.Co., in the State of Maryland, of the first part, and Tempa R. Ridout Guardian of Edmund W. Egbert, minor, Mortgagee, of the second part.

WHEREAS, the parties of the first part are justly and bona fide indebted to the party of the second part in the full and just sum of Seven Hundred Dollars, ($700.00) this day loaned them, and

WHEREAS, as evidencing said indebtedness the parties of the first part have passed to the said party of the second part, their promissory note of Seven Hundred Dollars ($700.00), of even date herewith, payable two years after date,as well as their four other promissory notes of even date herewith, each for the sum of Twenty-one Dollars ($21.00), and payable at intervals of six months hereafter, being for the semi-annual interest to fall due on said indebtedness, and

WHEREAS, in order to better secure the payments of the aforesaid promissory notes, both principal and interest, it has been agreed between the parties hereto, that these presents should be executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors Nellie H. Valentine, and James L. Valentine, her husband, do

grant and convey unto the said Mortgagee, her heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying on the shores of Chase Creek, at The Pines, in the 3rd election District of Anne Arundel County, aforesaid, and described as follows:

Beginning for the same where the end of the second line of a lot of ground described in a Deed from Gertrude Ela O'Reardon to Margaret L. Hampson, dated July 28th, 1915, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 120, folio 187, etc., intersects the waters of Chase Creek, and running thence binding on said waters south forty-one degrees twenty-seven minutes east fifty feet; thence northeasterly parallel with said second line in said deed one hundred and eighty-five feet more or less; thence northwesterly parallel or nearly so with the first line in this description fifty feet to a point on said second line twenty-five feet southwesterly from the beginning thereof, and thence southwesterly on said second line one hundred and eighty-five feet more or less to the place of beginning.

BEING the same lot of ground described in a DEED dated April 4th, 1921, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 48, folio 31, from George M. Hampson to Edward E. Kaiser and wife; with the right to the use in common of a road twenty feet wide as laid out on the plat thereto attached, and also the use in common with others of the aforementioned thirty foot road extending from Chase Creek to the Baltimore and Annapolis Road; also the right to use in common with others entitled thereto, the lot or tract of ground designated as Lot "A" on the plat recorded therewith, and also shown on a plat recorded with a deed from Gertrude Ela O'Reardon and husband to Louis E. Kaiser and wife dated July 7th, 1915, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 118, folio 446, etc., but the said grant of user is not intended to convey the fee in said Lot "A", or any of the roads therein mentioned.

Being also the identical property conveyed to the said Nellie H. Valentine by the said Edward E. Kaiser and wife, by deed bearing date the 30th day of October, 1922, and duly recorded among the Land Records of said County in Liber W.N.W. No. 57 folio 204, etc. To which said deed and also all deeds and papers therein mentioned and referred to, reference is hereby made for a more complete and accurate description of the property hereby intended to be conveyed.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of said Mortgagee, her successors heirs and assigns, forever, in fee simple.

PROVIDED, that if the said Mortgagors their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Seven hundred Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the Mortgagors, their heirs and assigns shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made

in payment of said money, or the interest thereon to accrue or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, her successor or personal representatives or assigns, or Jno. S. Strahorn their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy any pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee __ personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor for __ heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commissions the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee __ personal representatives or assigns, or Jno. S.Strahorn their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Mortgagors, for themselves their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee her personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Seven hundred Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee her personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, her personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

Test: Nellie H. Valentine (SEAL)

Virginia W. Meredith James L. Valentine (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL CO., TO WIT:

I Hereby Certify, that on this 16th day of July in the year nineteen hundred and thirty - one (1931) before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Nellie H. Valentine and James L. Valentine, the Mortgagors named in the aforegoing Mortgage, and each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Jno. S. Strahorn, Agent of the said the Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and that he is the agent of said mortgagee, and as such authorized to make this affidavit.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Virginia W. Meredith

Notary Public.

Filed Aug. 31st 1933

BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE John S. Strahorn of Annapolis, Maryland and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand and 00/100 Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this fifth day of September in the year of our Lord nineteen hundred and Thirty three.

WHEREAS, the above bounden John S. Strahorn by virtue of a power contained in a mortgage from Nellie H. Valentine and Jas. L. Valentine to Tempa R. Ridout, Guardian of Edmund W. Egbert, minor dated July 16, 1931 and recorded in Liber F.S.R. No. 89 folio 211 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 John S. Strahorn as attorney is about to execute the power vested in him in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered Jno. S. Strahorn (SEAL)
Attorney.

in the presence of (CORPORATE SEAL) MARYLAND CASUALTY COMPANY

Virginia W. Meredith Per Chas. F. Lee & Company, Agt.

Filed September 5" 1933

REPORT OF SALE.

To the Honorable, the Judges of said Court.

The report of John S. Strahorn, the Attorney named in the above mortgage, respectfully shows:

That after giving bond, with security, for the faithful discharge of his trust, and after having complied with all the other requirements of the law, and after giving notice of the time, place, manner and terms of sale, by advertisement in the Maryland Gazette and the Evening Capital two newspapers published in Anne Arundel County, Maryland, for more than twenty days before the day of sale, and by handbills extensely distributed, he, the said John S. Strahorn, Attorney, did, pursuant to said advertisement attend at the Court House Door, in the City of Annapolis, Maryland, on Tuesday the 26th day of September, 1933, at 11:30 o'clock A.M. and offered the property mentioned in said mortgage at public auction, and then and there sold the said property to Charles E. Riordan, Agent for Robert G. Merrick, at and for the sum of Twelve Hundred Dollars ($1,200.00), he being then and there the highest bidder therefor; the said property so sold being:-

ALL that property described in said mortgage from Nellie H. Valentine and husband, dated the 16th day of July, 1931, and duly recorded among the land records if Anne Arundel County in Liber F.S.R. 89, fo. 211 etc., to Tempa R. Ridout, Guardian, situate on the shore of Chase Creek at The Pines, in the Third Election District of Anne Arundel County, with a frontage of fifty feet, etc, Being the identical property conveyed to the said Nellie H. Valentine by Edwaard E. Kaiser and wife, by deed dated the 30th day of October, 1922, and duly recorded among said land records in Liber W.N.W. No. 57, folio 204, etc.

And the said John S. Strahorn, Attorney, further reports that the said purchaser has agreed to comply with the terms of sale as advertised in said newspapers, a copy of which said advertisement of sale on a handbill thereof, is hereto attached as a part hereof.

RESPECTFULLY aubmitted.

Jno. S. Strahorn, Attorney.

State of Maryland, Anne Arundel County, Sct.

I hereby certify that on this 26th day of September, 1933, before me, the subscriber, a Notary Public of the said State, in and for the County, aforesaid, personally appeared John S. Strahorn, Attorney, named in the above report of sale, and made oath in due form of law that the matters and things reported therein are true, to the best of his knowledge and belief; and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Victoria M. Perlitz

Notary Public.

George W. Scible, Auctioneer. HANDBILL

Attorney's Sale of valuable Real Estate at "THE PINES", in the Third Election District of Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from Nellie H. Valentine and James L. Valentine, her husband, to Tempa R. Ridout, Guardian of Edmund W. Egbert, dated the 16th day of July, 1931, and recorded in Liber F.S.R. 89, folio 211, etc., the said mortgage being now in default, the undersigned, John S. Strahorn, Attorney named in said mortgage to make sale in event of default, will offer at Public Sale at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, Sept. 26th., 1933 at 11:30 o'clock A.M.,

All that lot or parcel of ground, situate and lying on the shores of Chase Creek, at THE PINES, in the Third Election District of Anne Arundel County, being the identical property

conveyed to the said Nellie H. Valentine by Edward E. Kaiser and wife, by deed bearing date the 30th day of October, 1922, and duly recorded among the Land Records of said County, in Liber W.N.W., No. 57, folio 204, etc.

This property is ideally located, being set high up on the shore of the creek with an unobstructed view of the Severn River, and is improved by a substantial bungalow, with a good well on the premises, with electric pump, which supplies an ampel and pure flow of water at all times. The lot has a frontage of 50 feet, and a depth of 185 feet.

TERMS OF SALE:- Cash on ratification of sale. A deposit of $200.00 on account of purchase price will be required on day of sale. Deferred payment to bear interest from day of sale, and to be secured to the satisfaction of the undersigned attorney. Taxes, insurance and all other charges to be adjusted to the day of sale.

For further particulars see the undersigned.

John S. Strahorn, Attorney,
160 South St., Annapolis, Md.

Annapolis, Maryland, September 26, 1933

I have this day bought from John S. Strahorn, Attorney, the property mentioned in the advertisement on the reverse side of this sheet, at and for the sum of Twelve Hundred Dollars ($1,200.00), and I agree to comply with the terms of sale mentioned in said advertisement.

Test:

Charles E. Riordan, Agent
for Robert G. Merrick.

Jno. S. Strahorn

I have this day sold the within property to the above named Charles E. Riordan, Agent, at and for the sum of Twelve Hundred Dollars ($1,200.00) as set out in said advertisement he being then and there the highest bidder therefor.

Test: Jno. S. Strahorn

Geo. W. Scible, Auctioneer.

Filed Sept. 26th. 1933.

ORDER NISI.

Ordered, this 26th., day of September, 1933, That the sale of the property mentioned in these proceedings made and reported by John S. Strahorn, Attorney BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of October next.

The report states that the amount of sales to be $1200.00

Frank S. Revell, Clerk.

Certificate of Publication

Annapolis, Md., October 27, 1933.

We hereby certify, that the annexed Order Nisi-Sale - Valentine #6603 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 28th day of October, 1933. The first insertion being made the 28th day of September, 1933.

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

ORDERED BY THE COURT, This 31" day of October, 1933 that the sale made and reported by the Attorney, aforesaid, be and the same is hereby ratified and confirmed no cause to the contrary

having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Nicholas H. Green A.J.

Filed Oct. 31st. 1933.

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.

Eugene P. Childs, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Nellie H. Valentine and husband in ac. with John S. Strahorn, Attorney.

To Attorney for his commissions	$ 66.28	$
To Attorney for fee named in mortgage	50.00	116.28
To Attorney for Court Costs, viz:		
" Solicitor's appearance fee	10.00	
" Clerk of Court	11.75	
" Auditor	9.00	30.75
To Attorney for Expenses, viz:		
" Capital Gazette Press, advertising	23.75	
" Capital Gazette Press, hand bills	5.50	
" Order Nisi on Report of Sale	5.00	
" Order Nisi on Auditor's Account	5.00	
" Premium on bond	10.00	
" Auctioneer	10.00	59.25
To Attorney for Taxes, viz:		
" 1932 County and State	43.03	
" adjustment 1933 County and State	28.55	71.58
To Tempa R. Ridout, Guardian of Edmund W. Egbert, minor, in full for mortgage debt and interest	729.17	
Interest thereon from 9.26.33 to 3.26.34	21.00	750.17
To Nellie H. Valentine, this balance, Mortgagor	179.97	179.97
		$1,208.00

Cr.	Sept. 26, 1933	Proceeds of Sale	$1,200.00
		Interest on deferred payments	8.00 $1,208.00

ORDER NISI.

ORDERED, This 11th day of April, 1934, That the Report and Account of the Auditor, filed

this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 14th day of 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 14th day of May next.

Wm. Martin Brady, Clerk.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

ORDERED BY THE COURT, this 28th day of December, 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.J.

Filed April 11th., 1934.

In the Matter of the ADOPTION	:	No. 8611 Equity
of	:	In the Circuit Court for
Marsha Ann Brown, Infant.	:	Anne Arundel County

PETITION, AFFIDAVIT, CONSENT AND ORDER.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Albert J. Cermak and Deborah M. Cermak, his wife, respectfully shows unto the Court as follows:

1. That your Petitioners reside at Roland Terrace, Anne Arundel County, and have lived in said place for four years.

2. That the said infant, Marsha Ann Brown, was born in Baltimore, Maryland, July 27, 1943. The parents of said infant are Thomas Early Brown and Shirley Whitezell Brown. Thomas Early Brown abandoned the mother of the child in February of 1943, before the birth of said infant and has not been heard from since.

3. The mother of said infant is obliged to work to support herself, and consequently is unable to properly care for and rear the infant. With the consent of the mother, your Petitioners took the child into their home on October 20, 1943 and have had the child continuously in their care and custody since that date.

4. Your Petitioners have been married fourteen years but have not been blessed with children of their own. They have become greatly attached and devoted to said infant and desire to adopt her legally as their child. Your Petitioners are financially able to care for said infant as, Albert J. Cermak, one of your Petitioners, is employed as a foreman by E. I. du Pont de Nemours and Company, Incorporated. Your Petitioners believe they are qualified to rear,

educate and bestow proper care on said child and that the best interest and welfare of the child will be promoted by your Petitioners adopting her. Filed herewith, marked Petitioners' Exhibits "A" and "B" are two letters from reputable citizens in the community vouching for the character and qualifications of your Petitioners to act as foster parents.

5. The mother, who, as explained above, is unable to properly care for and rear her child consents to the adoption of said infant by your Petitioners, said written consent being attached hereto.

WHEREFORE, Your Petitioners pray that a decree be passed by this Honorable Court:

(a) declaring said infant, Marsha Ann Brown, to be the adopted daughter of Your Petitioners, Albert J. Cermak and Deborah M. Cermak, his wife;

(b) that the name of said infant be changed to Marsha Ann Cermak;

(c) that pursuant to the provisions of Article 43 Section 22 of the Annotated Code of Maryland (Flack's 1939 edition) a new birth certificate be made.

AND, as in duty bound, etc.

Noah A. Hillman
Thomas J. Kenney
Solicitors for Petitioners

Albert J. Cermak
Deborah M. Cermak
Petitioners

STATE OF MARYLAND: CITY OF BALTIMORE: TO WIT:

I hereby Certify, that on this 7th day of March, 1944, before me, the subscriber, a Notary Public in and for the City and State aforesaid, personally appeared Albert J. Cermak and Deborah M. Cermak, 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.

As witness my hand and notorial seal.

(NOTARIAL SEAL)

Raymond C. Pagel
Notary Public

My commission expires May 7, 1945.

Filed Mch. 24" 1944.

CONSENT

This is to certify that I, Shirley Whitezell Brown, mother of the infant Marsha Ann Brown mentioned in the aforegoing Petition, have read the Petition and find the matters and facts therein set forth to be correct; and being fully aware of the contents and purpose thereof, I do hereby consent to the passage of an Order of the Court declaring the said infant to be the legally adopted daughter of the Petitioners, believing, as I do, that the Petitioners are well qualified to rear my child properly and that the best interest and welfare of the infant will be served by said adoption.

Shirley Whitezell Brown
Mother

Subscribed and Sworn to before me this 6th day of March, 1944.

(NOTARIAL SEAL)

Loretta S. Ward
Notary Public.

Comm. Exp. 5/7/45.

DECREE

The aforegoing Petition, Affidavits, Consent and Exhibits having been read and considered by the Court and the Court being satisfied after careful investigation that the best interest and welfare of the infant, Marsha Ann Brown, will be prompted by granting the adoption

prayed for, it is, therefore, this 19th day of July, 1944, Ordered and Decreed by the Circuit Court for Anne Arundel County, that Marsha Ann Brown, infant, be and she is hereby decreed to be the adopted daughter of Albert J. Cermak and Deborah M. Cermak, his wife;
And it is further Ordered and Decreed that the name of said infant, Marsha Ann Brown be and the same is hereby changed to Marsha Ann Cermak, and that a new birth certificate be made in conformity with the provisions in the law therefor.

Jas. Clark, Judge.

Filed July 19" 1944

PETITIONER'S EXHIBITS "A" & "B"

E. I. du Pont de Nemours & Company February 11, 1944

To whom it may concern:

This certifies that Albert J. Cermak has been known to me for ten years. I also know Mrs Cermak for some seven years. Both are ambitious, frugal and are well balanced individuals.

Mr. Cermak has a position of responsibility with this company, and he has been employed here for ten years.

I feel that with their background, they will be excellent parents for the little baby they wish to adopt.

J. A. Buchness, M. D.
Plant Physician

DOERING & WARFIELD General Automobile Repairing 4005 Second Street, Brooklyn, Baltimore, Md.

Honorable Ridgely P. Melvin
Annapolis Md.

Dear Sir,

Mr. and Mrs. Albert J. Cermak of Roland Terrace, Anne Arundel County, tell me they have petitioned the court to adopt the baby girl thay have been taking care of for the past four months, and that the court desires the opinion of some of their neighbors as to their fitness to act as foster parents.

I have known Mr. and Mrs, Cermak for the last 15 years. They both enjoy a good reputation in the community and are persons of good character. In my opinion thay are financially, physically and morally able to give the child a good home and rear her properly. There is no doubt in my mind, that, if the Court permits them to adopt the child, she will receive love and affection and decent rearing

Respectfully,

Frank O. Doering

Filed March 24" 1944.

ORDER OF PUBLICATION

In the Matter of the Adoption
of
Marsha Ann Brown, Infant

No. 8611 Equity
In the Circuit Court for
Anne Arundel County

The object of this proceeding is to procure a decree of adoption of Marsha Ann Brown, infant by Albert J. Cermak and Deborah M. Cermak, his wife, and to change the name of said infant to Marsha Ann Cermak. The petition states that the petitioners are residents of Anne Arundel County; that said infant was born July 27, 1943, at Baltimore, Md; that the parents of

said infant are Thomas Early Brown and Shirley Whitezell Brown and that Thomas Early Brown abandoned the mother of the child in February, 1943, before the birth of said infant and has not been heard from since; that petitioners, with consent of the mother, took the child into their home October 20, 1943 and have had the child continuously in their care and custody since that date; that petitioners desire to adopt the child, are financially able to care for her, that they file with the petition letters from reputable citizens vouching for their character, etc.; and finally, that the mother of said infant child consents to the adoption of the child by written consent filed with the petition.

The petition prays that the infant, Marsha Ann Brown, be declared the adopted daughter of Albert J. Cermak and Deborah M. Cermak, his wife; that the name of the child be changed to Marsha Ann Cermak, and that a new birth certificate be issued in accordance with Section 22, Art. 43 of the Maryland Code.

It is Thereupon Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 26" day of May, 1944, that the petitioners, by causing a copy of this order to be inserted in some weekly newspaper published in Anne Arundel County once a week for four successive weeks before the 27" day of June, 1944, give notice to Thomas Early Brown, the father of Marsha Ann Brown, infant, whose whereabouts are unknown, of the object and substance of said petition and warning him to be and appear in this Court on or before the 12" day of July, 1944, and show cause, if any he may have, why the relief prayed in said petition should not be granted.

John H. Hopkins, 3rd., Clerk.

Filed May 26" 1944.

CERTIFICATE OF PUBLICATION of Order of Publication Annapolis, Md. July 8, 1944

We hereby certify, that the annexed Order of Publication Marsha Ann Brown, Infant 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 27th day of June, 1944. The first insertion being made the 1st day of June, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By Mrs. Spivly

Filed July 18" 1944.

In the Matter of the Adoption	:	No. 8613 Equity
of	:	In the Circuit Court for
Joyce Elaine Johnson	:	Anne Arundel County.

PETITION FOR ADOPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Robert Harvey Drisker and Evelyn June Drisker, his wife, respectfully shows unto your HONORS:

1. That your Petitioner Evelyn June Drisker is a resident of Annapolis, State of Maryland and has resided in said City a number of years; and your Petitioner Robert Harvey Drisker is in the United States Navy and has been stationed at Annapolis for more than one year.

2. That your Petitioners were married January 6, 1944, by a religious ceremony, at Annapolis, Maryland, and reside together.

3. That the said infant, Joyce Elaine Johnson, is the child of Petitioner Evelyn June Drisker, and was born at Johns Hopkins Hospital, Baltimore, Maryland on August 13, 1943.

The Father of said infant child, H. Alfonso Johnson abandoned said child.

4. That the said infant has been in the custody of your Petitioner, Evelyn June Drisker since the child's birth. And your Petitioners believe that it would be to the best interest and welfare of the child if she were legally adopted by the Petitioners.

5. That the consent of the Father of said infant for the adoption of the child and for her change of name to that of Drisker has been obtained and is filed herewith as Petitioners' Exhibit "A". Also attached hereto and made a part of this Petition is a certification that it would be to the best interest of the child to be adopted, executed by the Mother of the Petitioner Evelyn June Drisker and two of your Petitioner's Uncle's which certification is filed as Petitioners' Exhibit "B".

WHEREFORE, your Petitioners pray that a decree be passed by this Honorable Court:

(a) declaring said infant Joyce Elaine Johnson, to be the adopted daughter of your Petitioners Robert Harvey Drisker and Evelyn June Drisker, his wife;

(b) that the name of said infant be changed to Joyce Elaine Drisker;

(c) that pursuant to the provisions of Article 43 Section 22 of the Annotated Code of Maryland (Flack's 1939 edition) a new birth certificate be made.

AND as in duty bound, etc.

Noah A. Hillman
Solicitor for Petitioners

Robert Harvey Drisker
Evelyn June Drisker,
Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 31 day of March, 1944, before me, the subscriber, a Notary Public of the State of Maryland and for the County aforesaid personally appeared Robert Harvey Drisker and Evelyn June Drisker, the above named Petitioners, who made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of their information, knowledge and belief.

As Witness my hand and notarial seal.

(NOTARIAL SEAL)

Shirley Weinberg
Notary Public.

DECREE

The aforegoing Petition, affidavits, Consent and Exhibits having been read and considered by the Court and the Court being satisfied after careful investigation that the best interest and welfare of the infant, Joyce Elaine Johnson will be promoted by granting the adoption prayed for, it is, therefore, this 3rd day of April, 1944, Ordered and Decreed by the Circuit Court for Anne Arundel County, that Joyce Elaine Johnson infant, be and she is hereby decreed to be the adopted daughter of Robert Harvey Drisker and Evelyn June Drisker, his wife; And it is further Ordered and Decreed that the name of said infant, Joyce Elaine Johnson be and the same is hereby changed to Joyce Elaine Drisker, and that a new birth certificate be made in conformity with the provisions in the law therefor.

Ridgely P. Melvin, Judge.

Filed April 3rd., 1944.

EXHIBITS "A" AND "B"

I hereby give my consent to the adoption of Joyce Elaine Johnson, my child, to Robert Harvey

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Drisker and Evelyn June Drisker, his wife; and I further do consent to the change of name of said child to Joyce Elaine Drisker.

Witness:

Rev Theodus E. Ruchardi
60 Calvert St.

Herbert A. Johnson
39 Calvert Street,
Annapolis, Maryland.

EXHIBIT "B"

Annapolis, Maryland

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

We believe it would be to the best interest of the child, JOYCE ELAINE JOHNSON, whose mother is Evelyn June Drisker, to be adopted by Robert Harvey Drisker and Evelyn June Drisker, his wife.

The undersigned Reverend Edward Richardson is an uncle of Evelyn June Drisker, and is, of course, acquainted with her.

The undersigned Carcella Cook is an uncle of Evelyn June Drisker.

The undersigned Goldie Johnson is the mother of Evelyn June Drisker.

Thomas E. Richardson
27½ Clay St., Annapolis
Carcella Cook
80 Spa Road, Annapolis
Goldie Johnson
43 Taylor St., Annapolis

Filed April 3" 1944

Ex Parte In The Matter	:	No. 8628 Equity
Of	:	In the Circuit Court for
The Adoption Of Vincent Paul Shane.	:	Anne Arundel County.

Ex

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of MILTON R. LEIGHTFUSS and RUTH L. LEICHTFUSS, his wife, resepctfully represents unto your honor:

1. That your petitioners are residents of Riva, Maryland, having resided there for the past two (2) years, the said MILTON R. LEICHTFUSS being a Lieutenant in the U. S. Navy Reserve and now doing duty at the U. S. Naval Academy, Annapolis, Maryland.

2. That VINCENT PAUL SHANE, the infant mentioned in these proceedings, is fourteen (14) months old.

3. That the father of the said infant is unknown.

4. That the mother of the infant, Rita Margaret Shane, being unable to care for said infant, released the care and custody of said infant to Saint Ann's Infant Asylum, Washington, D. C.

5. That your petitioners, MILTON R. LEICHTFUSS and RUTH L. LEICHTFUSS have no child of their own and have taken the said VINCENT PAUL SHANE into their home; have cared for and maintained him as they would their own child and that a strong bond of love and affection has

grown between them and they desire to adopt him; that they are financially able to care for, maintain and support the said infant; and that the adoption would be to the best interests and welfare of said infant.

6. That the Saint Ann's Infant Asylum, Washington, D. C. consents to the adoption of said infant, as prayed herein.

7. That your petitioners desire to have the name of the said infant changed to ROBERT MILTON LEICHTFUSS, and that it would be to the advantage of said infant so to do.

To the End Therefore:

That this Honorable Court may pass a decree declaring said infant child, VINCENT PAUL SHANE, the adopted child of your petitioners, MILTON R. LEICHTFUSS and RUTH L. LEICHTFUSS.

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

May it please your Honor to take such action and pass such orders as may effectuate the desire and intention of your petitioners commensurate with what may seem to your Honor for the best interest of said infant child, VINCENT PAUL SHANE.

And as in duty bound, etc.

Milton R. Leichtfuss

Ruth L. Leichtfuss

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I HEREBY CERTIFY that on this 5th day of May, 1944, before me, a Notary Public of the State of Maryland, in and for said County aforesaid, personally appeared MILTON R. LEICHTFUSS and RUTH L. LEICHTFUSS, and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein stated.

WITNESS my hand and seal Notarial.

(NOTARIAL SEAL)

Mary Agnes Dunbar

Notary Public.

CONSENT.

The Saint Ann's Infant Asylum, Washington, D. C. hereby consents to the adoption of VINCENT PAUL SHANE by Lieutenant MILTON R. LEICHTFUSS, U.S.Navy Reserve and RUTH L. LEICHTFUSS, his wife, as herein prayed.

Sister Mary Louise

Saint Ann's Infant Asylum

Annapolis, Maryland. May 6, 1944.

I certify that I am personally acquainted with MILTON R. LEICHTFUSS and RUTH L. LEICHTFUSS, his wife, and recommend the adoption as prayed herein, considering them able financially to give the child a good home, and that they are of such moral character that the infant will be properly reared.

Carl W. Riddick

Sylvan Shores, Riva, Md.

PERMANENT SURRENDER OF A CHILD.

The Undersigned Rita Margaret Shane residing at Baltimore Maryland the Mother of Vincent
(City) (State) (Father, Mother or Guardian))
Paul Valentine born the 23 day of February 1943 in New York New York desire that said child be
(City) (State)
received by St. Ann's Infant Asylum I, being unable to care for said child for the following
(Name of Institution or Organization)
reasons:

(Give detailed reasons why child is being surrendered)

I cannot properly care for him

I, therefore, do hereby surrender and entrust to the managing officers of said organization or institution, the permanent guardianship of said child.

It is agreed that the managing officers of the said association or organization shall have the sole and exclusive guardianship of said child and the right to place it in a foster home and to consent in court to its adoption.

It is further agreed that the undersigned will abide by the rules and regulations of the organization or institution, not to communicate with said child, or induce it to leave the institution or any family with whom it might be placed, and to sever all connections with said child, unless additional arrangements are made by the organization or institution because of exceptional circumstances.

Witness my hand this 1 day of August 1943.

Witnessed by: Alice Murphy

Rita Margaret Shane
(Mother)

Filed May 8" 1944

ORDER.

This application being submitted and the petition and all the other proceedings being by the Court read and considered,

The Court being satisfied upon careful investigation that the best interests and welfare of the said VINCENT PAUL SHANE will be thereby promoted,

It is thereupon this 12th day of May, in the year nineteen hundred and forty-four by the undersigned, one of the Judges of this Court, and by the authority of this Court, adjudged, ordered and decreed that the said VINCENT PAUL SHANE be and he is hereby expressly declared the adopted child of the said MILTON R. LEICHTFUSS and RUTH L. LEICHTFUSS, his wife, with all the rights vouchsafed under the laws of the State of Maryland, and that the name of said infant be changed ro ROBERT MILTON LEICHTFUSS.

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 May 12, 1944.

IN RE The Adoption of Dorothy Marie Gillman	:	No. 8629 Equity
and	:	In the Circuit Court for
Charlesanna Madison Gillman.	:	Anne Arundel County.

PETITION.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Harold DeWitt Carter, by his attorney, Henry J. Tarantino, respectfully shows unto your Honor:

1. That your petitioner, Harold DeWitt Carter and Dorothy Gillman Carter were married on the 27th day of April, 1942, at Arnold, Anne Arundel County, Maryland, and reside together at No. 403 Giddings Avenue, West Annapolis, Maryland.

2. That said Harold DeWitt Carter serves in the United States Marines as a Platoon Sargeant and that the said Dorothy Gillman Carter, his wife, manages and operates the home of your Petitioner.

3. That the said Dorothy Marie Gillman was born on the 8th day of September, 1938, in the aforesaid County, and that the said Charlesanna Madison Gillman was born on the 27th day of November, 1939, in the aforesaid County, to Charles Gillman and the said Dorothy Gillman Carter.

4. That the said Charles Gillman departed this life on August 19th, 1939, leaving surviving him the said Dorothy Gillman Carter and their said two children.

5. That your Petitioner desires to adopt as his children, the said Dorothy Marie Gillman and the said Charlesanna Madison Gillman in accordance with the provisions of the Code of Public General Laws of Maryland, (1939) Article 16, Section 78; and further respectfully aver, allege and show, that your petitioner and his wife, the said Dorothy Gillman Carter maintain a moderate and comfortable home, and that he is willing to share with the said wife and mother, Dorothy Gillman Carter in providing for the proper care, maintenances, education and rearing of the said Dorothy Marie Gillman and the said Charlesanna Madison Gillman. And your petitioner further allege that the said wife and mother, Dorothy Gillman Carter is willing to have this Honorable Court pass a decree of adoption in the premises, whereby the said Dorothy Marie Gillman and the said Charlesanna Madison Gillman shall become the adopted children of your petitioner and share with her as mother and wife as the rightful legal parents; and in proof thereof, your petitioner attach hereto the written consent of the said Dorothy Gillman Carter, showing her willingness to have her said children, so adopted by her husband, the said Harold DeWitt Carter, which is marked "Petitioner's Exhibit A."

6. That your petitioner believes, and therefore aver that it will be for the best interests and welfare of the said children that they be so adopted by your Petitioner, and that their well-being, comfort and happiness will be properly promoted by such adoption; and your petitioner file herewith as a further part hereof; written statements of Mrs. Genevieve Collins and Mrs. Margaret Greentree, citizens of Anne Arundel County, Maryland, in support of his petition, showing that your Petitioner is a fit person to share with said Dorothy Gillman Carter, as rightful legal parents, which statements are marked "Petitioner's Exhibit B" and "Petitioner's Exhibit C", respectfully.

Therefore, your petitioner respectfully prays:

(1) That a decree may be passed by this Honorable Court, declaring the said Dorothy Marie Gillman and the said Charlesanna Madison Gillman to be the adopted children and daughters of your petitioner, Harold DeWitt Carter, in accordance with the Laws of the State of Maryland, in order that he may share with the said Dorothy Gillman Carter as the rightful legal parents of the said children; and that the names of the said children, Dorothy Marie Gillman and Charlesanna Madison Gillman, be changed to that of your petitioner, and that they be thereafter known as Dorothy Marie Carter and Charlesanna Madison Carter.

(2) That your petitioner may have such other and further relief as his cause and equity may require.

Henry J. Tarantino
Solicitor for Petitioner.

Harold D. Carter
Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I HEREBY CERTIFY, that on this 12 day of May, 1944, before me, the subscriber, a Notary

Public of the State of Maryland, in and for the County aforesaid, personally appeared Harold DeWitt Carter, the within named petitioner, 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 the best of his knowledge, information and belief.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Catherine C. Ward

Notary Public.

PETITIONER'S EXHIBIT A.

I, Dorothy Gillman Carter, of Anne Arundel County, Maryland, do hereby certify, that I am the natural mother of Dorothy Marie Gillman and Charlesanna Madison Gillman, who were born on September 8, 1938, and November 27, 1939, respectfully, and 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 my husband, Harold DeWitt Carter, so that he may share with me as rightful legal parents of said children; and I do voluntarily give my consent to the passage by the Circuit Court, in Equity, of a Decree of Adoption, whereby my daughters shall become the adopted daughters of my said husband, and I do further consent that in the said decree of adoption their names be changed to Dorothy Marie Carter and Charlesanna Madison Carter in the place and stead of Dorothy Marie Gillman and Charlesanna Madison Gillman.

Witness: Catherine C. Ward Dorothy Gillman Carter

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify, that on this 12 day of May, 1944, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Dorothy Gillman Carter, 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 statement and fully understands its meaning.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Catherine C. Ward.

Notary Public.

PETITIONER'S EXHIBIT A.

I, Dorothy Gillman Carter, of Anne Arundel County, Maryland, do hereby certify, that I am the natural mother of Dorothy Marie Gillman and Charlesanna Madison Gillman, who were born on September 8, 1938, and November 27, 1939, respectfully, and 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 my husband, Harold DeWitt Carter, so that he may share with me as rightful legal parents of said children; and I do voluntarily give my consent to the passage by the Circuit Court, in Equity, of a Decree of Adoption, whereby my daughters shall become the adopted daughters of my said husband, and I do further consent that in the said decree of adoption their names be changed to Dorothy Marie Carter and Charlesanna Madison Carter in the place and stead of Dorothy Marie Gillman and Charlesanna Madison Gillman.

Witness: Catherine C. Ward Dorothy Gillman Carter

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify, that on this 12 day of May, 1944, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Dorothy

Gillman Carter, 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 statement and fully understands its meaning.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Catherine C. Ward

Notary Public.

PETITIONER'S EXHIBIT B.

To Whom It May Concern

I, Mrs, Genevieve Collins, of Randall Street, West Annapolis, Maryland, do hereby certify that I have personally known Harold DeWitt Carter and Dorothy Gillman Carter, his wife, for two years, and I have had occasion to observe the manner in which they conduct their home and their social enviroment and that I certify that they are of good character and excellant reputation, and that they have maintained a clean and comfortable home; that they enjoy the social respect of the community in which they reside; that Harold DeWitt Carter is in the service of the United States Marines, as a platoon sargeant, and his wife, Dorothy Gillman Carter is a housewife, and that any child that would become a member of their household would enjoy and benefit from the operation of such a household and enviroment.

Witness: Mrs. A. Revenscroft Mrs. Genevieve Collins

PETITIONER'S EXHIBIT C.

To Whom It May Concern

I, Mrs. Margaret Greentree, of Randall Street, West Annapolis, Maryland, do hereby certify that I have personally known Harold DeWitt Carter and Dorothy Gillman Carter, his wife, for two 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 excellant reputation, and that they have maintained a clean and comfortable home; that they enjoy the social respect of the community in which they reside; that Harold DeWitt Carter is in the service of the United States Marines as a platoon sargeant, and his wife, Dorothy Gillman Carter is a housewife, and that any child that would become a member of their household would enjoy and benefit from the operation of such household and environment.

Witness: Marie Ravenscroft Mrs. Margaret Greentree

Filed May 15" 1944.

DECREE.

IN RE The Adoption of Dorothy Marie Gillman and Charlesanna Madison Gillman

No. 8629 Equity

In the Circuit Court for Anne Arundel County

Harold DeWitt Carter, of Anne Arundel County, Maryland, having filed his petition in this Court, praying that a decree be passed therein and herein, declaring Dorothy Marie Gillman and Charlesanna Madison Gillman to be his adopted daughters, in accordance with the provisions of the laws of the State of Maryland, in order that they may share with Dorothy Gillman Carter, his wife and the natural mother of said children, as the rightful legal parents of the said Dorothy Marie Gillman and Charlesanna Madison Gillman; the said natural mother of the said children having expressed her willingness to and desire of such adoption and it appearing to the Court that the best interests and welfare of the said children, will be promoted by such adoption.

IT IS THEREFORE, this 16th day of May, 1944, by the Circuit Court for Anne Arundel County in Equity, and by the authority thereof, ADJUDGED, ORDERED AND DECREED, that Dorothy Marie Gillman and Charlesanna Madison Gillman, daughters of Charles Gillman, deceased, and Dorothy Gillman Carter, be and they are hereby declared to be the adopted children of Harold DeWitt Carter, so that the said Harold DeWitt Carter may share with his wife and the natural mother of said Children, Dorothy Gillman Carter as rightful legal parents; and it is further ADJUDGED ORDERED AND DECREED, by the authority aforesaid, that the names of the said children be changed from Dorothy Marie Gillman to Dorothy Marie Carter and Charlesanna Madison Gillman to Charlesanna Madison Gillman, and it is further ORDERED that the petitioner pay the costs of these proceedings.

Ridgely P. Melvin, Judge.

Filed May 16" 1944.

In the Matter of the Petition of Henry N. Lamb	:	No. 8631 Equity
and Katharine P. Lamb, his wife, for the adop-	:	In the Circuit Court for
tion of Kay Ottolee Peters, infant.	:	Anne Arundel County

PETITION FOR ADOPTION, CONSENT AND CERTIFICATE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of HENRY N. LAMB and KATHARINE P. LAMB, his wife, respectfully represents unto Your Honors:

FIRST: That they are residents of the Village of Eastport, Anne Arundel County, and State of Maryland, and that your petitioner, HENRY N. LAMB, is serving in the United States Navy as Gunner's Mate, Second Class, earning approximately $114.00 per month; and your petitioner, KATHARINE P. LAMB, is employed at the United States Naval Academy as mimeograph operator, earning approximately $120.00 per month.

SECOND: That your petitioners were married on May 3, 1944, at Eastport, Maryland, where they have lived together as husband and wife ever since.

THIRD: That your petitioners have no children born unto them as a result of said marriage; but the said KATHARINE P. LAMB has one daughter born unto her out of wedlock prior to said marriage, namely, KAY OTTOLEE PETERS, age 22 months, born on July 9, 1942, at Baltimore, Maryland, which said child, ever since the marriage of your petitioners, has resided with them.

FOURTH: That your petitioner, HENRY N. LAMB, has become very much attached to the said infant child; and he desires and is anxious and willing to adopt her as his own so as to confer upon her all rights vouchsafed under the law in such cases. He further desires to retain said infant child under his roof and to care for and provide for her as his own, to educate and train her in a manner conducive to her best interests.

FIFTH: That your petitioner, HENRY N. LAMB, has received the consent of the mother of said child to this adoption, as is evidenced by her written assent attached hereto; and in an effort to retain her relationship with said infant child and to avoid waiving or releasing any of her rights as her natural mother, she joins in this petition and seeks her adoption.

SIXTH: Your petitioners further pray this Honorable Court that the name of KAY OTTOLEE LAMB.

TO THE END, THEREFORE:

(1) THAT this Honorable Court may pass a decree declaring the said KAY OTTOLEE PETERS the adopted child of the said HENRY N. LAMB and KATHARINE P. LAMB, his wife.

(2) THAT the name of KAY OTTOLEE PETERS be changed from KAY OTTOLEE PETERS to KAY OTTOLEE LAMB.

(3) THAT your petitioners may have such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS to take such action and pass such order as may effectuate the wish and intention of your petitioners and promote the best interest and welfare of the said minor.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
Solicitor for Petitioners.

Henry N. Lamb
Katharine P. Lamb, Petitioners.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16th day of May, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared HENRY N. LAMB and KATHARINE P. LAMB, his wife, and made oath in due form of law that the matters and facts mentioned in the foregoing petition are true as therein set forth.

AS WITNESS my hand and Notarial seal.

(NOTARIAL SEAL)

Grace E. Roth
Notary Public.

I, KATHARINE P. LAMB, mother of KAY OTTOLEE PETERS, do hereby assent to the application of HENRY N. LAMB to have the said KAY OTTOLEE PETERS to be the adopted child of HENRY N. LAMB and to have her name changed to KAY OTTOLEE LAMB.

Katharine P. Lamb

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16th day of May, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared KATHARINE P. LAMB and made oath in due form of law that the matters and facts set forth above are true to the best of her knowledge and belief and that she freely assents to the adoption of her infant child by Henry N. Lamb and to the change of her name to KAY OTTOLEE LAMB.

AS WITNESS my hand and Notarial seal.

(NOTARIAL SEAL)

Grace E. Roth
Notary Public.

Eastport, Maryland May 16, 1944

I HEREBY CERTIFY that I have known HENRY N. LAMB and KATHARINE P. LAMB, his wife, for approximately 22 years and that I know them to be honest, sober, industrious and reliable. I believe them to be proper persons to have the care and custody of the infant child named herein; and I believe they will make kind, devoted and loving parents.

(NOTARIAL SEAL)

Edith E. Sadler
Notary Public.

Filed May 17" 1944.

In the Matter of the Petition of Henry N. Lamb and Katharine P. Lamb, his wife, for the Adoption of Kay Ottolee Peters, infant

No. 8631 Equity
In the Circuit Court for
Anne Arundel County

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, KAY OTTOLEE PETERS, will be served by the passage of the following order.

IT is thereupon, this 22nd day of May, 1944, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the infant, KAY OTTOLEE PETERS, mentioned in these proceedings, be and she is hereby decreed to be the legally adopted child of HENRY N. LAMB and KATHARINE P. LAMB, his wife, with all the rights vouchsafed under the laws of the State of Maryland.

AND it is further adjudged, ordered and decreed that the name of the said infant, KAY OTTOLEE PETERS, be and it is hereby changed from KAY OTTOLEE PETERS to KAY OTTOLEE LAMB.

IT is further ordered that the said petitioners shall pay the costs of these proceedings, to be taxed by the Clerk.

Ridgely P. Melvin, Judge.

Filed May 22" 1944.

Ex Parte in the Matter of the Petition of : No. 8632
Dan G. Vandercook and Pauline M. Vander- : In the Circuit Court for
cook for the adoption of and change of : Anne Arundel County.
name of Juanita Hopkins. :

Petition for Adoption and Change of Name of Juanita Hopkins.

To the Honorable, the Judge of said Court:

The petition of Dan G. Vandercook and Pauline M. Vandercook, respectfully represent unto your Honor:

FIRST: That the petitioners are residents of Anne Arundel County, and have been for more than two years prior hereto.

SECOND: That your petitioners desire to adopt Juanita Hopkins, twenty-two years of age; said Juanita Hopkins having lived with your petitioners for a period of time in excess of ten years; said Juanita Hopkins being issue of Eva Hopkins and father unknown.

THIRD: That the petitioner, Dan G. Vandercook, is employed by the U. S. Coast Guard and makes $224.00 per month and is capable of caring for and supporting said Juanita Hopkins.

FOURTH: That your petitioners believe that it would be to the best interest and advantage of Juanita Hopkins that she be adopted by them insofar as the said Juanita Hopkins has held herself out as the child of the petitioners and in addition, thereto, has used your petitioners' surname ever since she has resided with your petitioners; further, Juanita Hopkins, now being of majority age, and having used the surname of your petitioners when seeking employment is of the belief that it would be in her best interest that her surname be changed to that of your petitioners.

FIFTH: That the said Juanita Hopkins, being of majority age, has consented to these

proceedings as shown by the annexed consent.

WHEREFORE, your petitioners pray that the Honorable Court be pleased to pass an order declaring said Juanita Hopkins to be the legally adopted child of your petitioners and that the name of the said Juanita Hopkins be changed from Juanita Hopkins to Juanita Vandercook.

And as in duty bound.

Noah A. Hillman
Attorney for Petitioners

Dan G. Vandercook, Petitioner
Pauline M. Vandercook, Petitioner

ANNE ARUNDEL COUNTY, STATE OF MARYLAND, To wit:

I HEREBY CERTIFY, That on this 17 day of May, in the year of nineteen hundred and forty-four, before me, the subscriber, a Notary Public in the State of Maryland, in and for the county of Anne Arundel aforesaid, personally appeared Dan G. Vandercook and Pauline M. Vandercook, the petitioners herein, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein stated to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Henry C. Bourke, Jr.
Notary Public.

CONSENT OF JUANITA HOPKINS,

I, JUANITA HOPKINS, having been born in Birmingham, Alabama, November 18, 1921, now being of majority age, having been domiciled in Anne Arundel County, Maryland, for more than two years prior hereto, having read the petition of Dan G. Vandercook and Pauline M. Vandercook in the above-captioned matter, do state that the facts set forth in the aforegoing petition are true as therein stated to the best of my knowledge, information and belief, and do hereby consent to my adoption by the said petitioners and to the request prayed for that my name be changed from Juanita Hopkins to Juanita Vandercook.

Juanita Hopkins,

Filed May 19" 1944.

DECREE.

The Petition for adoption, affidavit and Assent in the above titled cause having been by the Court read and considered, and it being the opinion of the Court that it would be to the best interests of the said Juanita Hopkins, mentioned in the Petition, to be adopted by the Petitioners, it is thereupon, ORDERED,ADJUDGED AND DECREED by the Circuit Court for Anne Arundel County, in Equity, this 22nd day of May, 1944, that Juanita Hopkins, adult mentioned in the petition, be and is hereby declared to be the adopted child of Dan G. Vandercook and Pauline M. Vandercook, his wife, with all the rights, duties and privileges conferred by law as though said Juanita Hopkins were the natural child of said Dan G. Vandercook and Pauline M. Vandercook, his wife.

AND IT IS FURTHER ORDERED AND DECREED, that the name of said Juanita Hopkins be and is hereby changed to Juanita Vandercook.

And it is ordered that the Petitioners pay the costs of these proceedings.

Ridgely P. Melvin, Judge.

Filed May 22, 1944.

EX PARTE In the Matter of the Petition of : No. 8640 Equity.
Frederick A. Hodges and Kathleen A. Hodges : In the Circuit Court for
his wife, for the Adoption of an Infant : Anne Arundel County.

PETITION FOR ADOPTION, AFFIDAVIT, CONSENT OF PARENT, REPORT OF SOCIAL AGENCY, DECREE OF ADOPTION.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Frederick A. Hodges and Kathleen A. Hodges, his wife, respectfully represents unto Your Honor:

1. That your petitioners are married, and are residents of Anne Arundel County, State of Maryland, and are possessed of means enabling them to support and maintain the said infant child, Anita Louise Murphy.

2. That the said infant was born in Baltimore City, State of Maryland, on May 7, 1941, and is the daughter of Marguerite McCullen, who consents to said adoption as is shown by her consent attached hereto.

3. That the said infant was placed with the Family and Children's Society of Baltimore City by its mother, Marguerite McCullen, with the intent that said Society would place said infant in a home for adoption; that said infant has been in the care and custody of your petitioners since May 26, 1943, having been placed with your petitioners by said Society; that a mutual feeling of affection has arisen between your petitioners and the said infant; and that your petitioners now desire to adopt the said infant as their own child and believe and aver that the best interest and welfare of said infant will be promoted thereby.

4. That the Family and Children's Society consents to and approves of the said adoption as is shown by its consent attached hereto.

5. That your petitioners desire to change the name of said infant from Anita Louise Murphy to Anita Kathleen Hodges.

WHEREFORE, your petitioners respectfully pray this Honorable Court to pass a decree declaring the said infant to be the legally adopted child of your petitioners and changing the name of said infant from Anita Louise Murphy to Anita Kathleen Hodges.

AND AS in duty bound, etc.

John A. O'Shea
Solicitor for Petitioners

Mrs. Kathleen A. Hodges
Mr. Frederick A. Hodges, Petitioners.

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY, THAT on this 19th day of May 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Frederick A. Hodges and Kathleen A. Hodges, his wife, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true and bona fide as therein stated to the best of their information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Lillian D. Sommer
Notary Public.

I, MARGUERITE MURPHY, now known as Marguerite McClellan, mother of Anita Louise Murphy, born May 7, 1941 in Baltimore City, State of Maryland, do hereby consent to the adoption of

said infant by Frederick Hodges and Cathleen Hodges, his wife, to be prayed of the Circuit Court of the Circuit Court No. 2 of Baltimore City.

Witness: Verna Waskowitz Marguerite McClellan

STATE OF MARYLAND, CITY OF BALTIMORE

I HEREBY CERTIFY, That on this 25th day of March 1943, before me the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared Marguerite McClellan, mother of the infant mentioned in the aforegoing consent, and acknowledged the aforegoing consent to be her free and voluntary act and deed.

As Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Sophie A. List

Notary Public.

FAMILY AND CHILDREN'S SOCIETY

A CONSOLIDATION OF Family Welfare and Henry Watson Children's Aid Society of Baltimore, Inc.
Maryland Society to Protect Children from Cruelty and Immorality

204 W. Lanvale Street Baltimore, Maryland Madison 7332

Dr. J. H. Mason Knox, Jr. Clark L. Mock

President. Executive Secretary

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

From: The Family and Children's Society,
204 West Lanvale Street, Baltimore, Md.

Re: Adoption of Anita Louise Murphy,
by Mr. and Mrs. Frederick Hodges.

Anita Murphy was born in Baltimore on May 7th, 1941, and was placed in a boarding home by this Agency on July 30, 1941. The mother, who was unmarried, did not want the child, has never been interested in her, and said from the beginning of our contact with her that she wanted Anita placed for adoption. She signed the final consent for adoption on March 25th, 1944. Anita was placed in the adoptive-home on May 26, 1943.

Anita has always been a sturdy, healthy child. Her physical and mental condition is normal.

The adoptive parents, Frederick and Cathleen Hodges are 33 and 24 years of age respectively. They were married on May 12, 1941, and have had no children of their own. It seems physically unlikely that they will have children.

Since their marriage, and until March 1944, the Hodges lived in Baltimore. Recently they moved to the Arundel Village in Brooklyn, which is in Anne Arundel County. Mr. Hodges is employed by the American Express Company, working at the Pennsylvania Station in Baltimore, earning about $40.00 per week. While the family does not have a large income, they seem careful and thoughtful in their expenditures, able to maintain themselves adequately on this amount. 34

The health of the adoptive parents is good. The adoptive mother is not employed, but expects to stay at home permanently with the child.

An extensive investigation was made of the adoptive home and the adoptive parents in August 1942. We found them to be stable, middle-class people, who have a good marital relationship and who are very fond of children.

We used the home for boarding children for a period of nine months, while we waited for a suitable child for them to adopt to appear. They were such excellent boarding parents that we

would have been glad to continue using them in that capacity had their wish to adopt not been paramount. At the point it become clear Anita Murphy would be free for adoption, the boarding child was removed and Anita placed in the home.

June 2nd, 1944.

It was the understanding between the Agency and the adoptive parents that the child was being placed for adoption subject to a year's observation and supervision by the agency.

Eight visits were made to the adoptive home during this year. We felt the adoptive mother to be very honest and frank in all of her discussions with us. She was receptive to supervision, and as the year went along was more and more able to use her own initiative and intelligence in working out problems which naturally came up in connection with the child. We felt the Hodges have done a very good job with this youngster. From a rather insecure little girl they have helped Anita develop into a self-confident, happy, well-adjusted child.

We feel that adoption by the Hodges will be for the best interests and welfare of this child. The Family and Children's Society recommends that the decree of adoption be signed at this time.

Respectfully submitted,

Elizabeth J. Bowne

Case Worker.

Filed June 9" 1944

EX PARTE

IN THE MATTER OF THE PETITION OF FREDERICK A. HODGES AND KATHLEEN A. HODGES, HIS WIFE, FOR THE ADOPTION OF AN INFANT

No. 8640 Equity

In the Circuit Court for

ANNE ARUNDEL COUNTY.

43

Upon consideration of the aforegoing petition, affidavit, consent and report of investigation:

It is thereupon, this 14th day of June 1944, by the CIRCUIT COURT OF ANNE ARUNDEL COUNTY, and by authority of this Court, Adjudged, Ordered and Decreed, that Anita Louise Murphy be and she is hereby declared to be the legally adopted child of Frederick A. Hodges and Kathleen A. Hodges, his wife, as prayed in said petition and that the name of the said Anita Louise Murphy be and the same is hereby changed from Anita Louise Murphy to Anita Kathleen Hodges and that the said petitioners pay the cost of the proceedings to be taxed by the Clerk.

Ridgely P. Melvin C.J.

Filed June 14, 1944.

IN THE MATTER OF THE ADOPTION : No. 8641 Equity.

OF : In the Circuit Court for

DORIS M. SCHMUFF, infant. : ANNE ARUNDEL COUNTY.

PETITION AND DECREE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

43

The petition of Howard E. Gordon and Doris V. Gordon, his wife, respectfully shows as follows:

1. That your petitioners are husband and wife and reside at McPherson Station, Anne

Arundel County, Maryland.

2. That your petitioner, Doris V. Gordon, is the mother of Doris M. Schmuff, who was born out of lawful wedlock on the 13th day of April, 1941. That since her marriage to the said Howard E. Gordon, on December 19th, 1943, the said infant child has been in the constant care and custody of your petitioners and the said Howard E. Gordon has become greatly attached to the said infant child and desires to adopt her as his own.

3. That your petitioners are well able to rear and educate the said infant child and under all the circumstances it will be to her best interest that they be permitted to adopt said infant child as their own.

WHEREFORE your petitioners pray that an order be passed by this Court declaring the said infant, Doris M. Schmuff, to be their legally adopted child and that her name be changed from Doris M. Schmuff to Doris M. Gordon.

AND AS IN DUTY BOUND, &C.

Howard E. Gordon
Doris V. Gordon
Petitioners

Hartwell M. King
Solicitor for Petitioners.

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY that on this 12th day of June, 1944, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid personally appeared Howard E. Gordon and Doris V. Gordon, his wife, and they made oath in due form of law that the matters and facts in the aforegoing petition are true as therein set forth to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Jeanne W. Crouse
Notary Public.

Filed June 13" 1944

CERTIFICATES

This is to certify that I Howard J. Dunn the undersigned have known Howard E. Gordon and Doris V. Gordon, his wife, for some time past. That Doris M. Schmuff, the infant child of Doris V. Gordon, has always beein the care and custody of her said mother and since her marriage to the said Howard E. Gordon he has become very fond of the said infant child and treats her as if she were his own.

That I consider each of the petitioners fit and proper persons to have her care and custody and I feel that they are well able to rear and educate her and that it will be to the child's interest to permit them to adopt her as their own.

Howard J. Dunn
Name

Ft. Meade, Md.
Address

This is to certify that I Charlotte E. Pattison the undersigned have known Howard E. Gordon and his wife, Doris V. Gordon, for some time.

That I have visited their home from time to time and I have always found the mother kind and attentive to her infant child, Doris M. Schmuff, and since her marriage to Mr. Gordon he has proven himself devoted to the said child and each give her proper care and attention at all

times and I am confident that they are well able to rear and educate her and under all the circumstances they are proper persons to adopt her as their own.

Charlotte E. Pattison
Name

Brooklyn R.F.D.#9, Md.
Address

Filed June 21" 1944

IN THE MATTER OF THE ADOPTION OF

DORIS M. SCHMUFF, infant

No. 8641 Equity

In the Circuit Court for

ANNE ARUNDEL COUNTY.

DECREE.

Upon consideration of the aforegoing petition:

It is thereupon, this 21st day of June, 1944, by the Circuit Court for Anne Arundel County, In Equity, and by authority of this Court, Adjudged, Ordered and Decreed, that Doris M. Schmuff, infant, be and she is hereby declared to be the legally adopted child of Howard E. Gordon and Doris V. Gordon, his wife, as prayed in said petition and that the name of the said infant be and the same is hereby changed from Doris M. Schmuff to Doris M. Gordon.

It is further Ordered that the said petitioners pay the cost of the proceedings to be taxed by the Clerk.

Ridgely P. Melvin, C.J.

Filed June 21" 1944.

In The Matter of The Petition For The Adoption of Rudolph Alexander Linde, Jr., An Infant. :

No. 8644 Equity.

In the Circuit Court for

ANNE ARUNDEL COUNTY.

PETITION FOR ADOPTION.

To The Honorable, The Judges of said Court:

The petition of Michael Nickolis Besbiel and of Margaret Ann Besbiel, his wife, respectfully shows;-

1. That Rudolph Alexander Linde, Jr., was born in lawful wedlock to Rudolph Alexander and Dorothy Linde (nee' Green), his wife.

2. That on October 13, 1943, Dorothy Linde was committed to Spring Grove State Hospital as being mentally non compos; and she has remained there at all subsequent times until now. Your petitioners allege on information and belief that her mental condition is such that plans should be made for her child to permanently live apart from her.

3. That since October 23, 1943, the care of said child has been under the supervision of the Anne Arundel County Welfare Board. That with the consent of the father and upon petition of said Welfare Board, the Circuit Court for Anne Arundel County on February 3, 1944 passed an order in No. 4 Petitions January Term 1944 of said Court, entitled "In The Matter Of Rudolph Linde, Jr., An Infant" that he be a ward of the Court under supervision of said Welfare Board, subject to further order of the Court.

4. That in pursuance of this order, said Welfare Board on March 13, 1944 placed said child in the custody of your petitioners, with whom he has been ever since.

5. That your petitioners love the said child and desire to adopt him as their own.

That they are of good moral character, in good health, and financially able to provide said child with an adequate home, support and maintenance, and will provide him with an environment beneficial to him. That the child is happy and healthy in their home with them. That the best interests and welfare of said child will be promoted by his adoption by your petitioners.

6. That the father of said child on April 8, 1944 gave to said Welfare Board his written consent to the adoption of said child. That since then the father has died.

7. That apart from the mother's mental condition, her care and custody of the child would be injurious to him for other reasons to be shown at the hearing of this petition.

8. That if a decree of adoption is passed, your petitioners desire that the child's name be changed to Michael Nickolis Besbiel, Jr.

TO THE END THEREFORE: (1) That a decree be passed making said infant in law the adopted child of the petitioners.

(2) That said child's name be changed as requested in paragraph 8 above.

(3) And for such other and further relief as the nature of the case may require.

May it please your Honors to grant to your petitioners a writ of subpoena directed to Dorothy Linde who is an inmate of Spring Grove State Hospital at Catonsville, Maryland, commanding her to be in this Court in person or by solicitor on or before some certain day, to be named in the writ, to answer the premises and abide by and perform such decrees as may be passed therein.

And as in duty bound, etc.

Joseph T. Molz
Emanuel Klawans
Solicitors for the petitioners.

Michael Nickolis Besbiel
Margaret Ann Besbiel
Petitioners.

STATE OF MARYLAND, BALTIMORE CITY, Sct.:

I HEREBY CERTIFY, that on this 17 day of June, 1944, before the subscriber, a notary public of the State of Maryland in and for Baltimore City, personally appeared MICHAEL NICKOLIS BESBIEL and MARGARET ANN BESBIEL, his wife, 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 his and her information, knowledge and belief.

Witness my hand and notarial seal.

(NOTARIAL SEAL)

Henry D. Stansbury
Notary Public.

Filed June 19" 1944.

Maryland, Sct.

THE STATE OF MARYLAND

To Dorothy Linde of Baltimore County, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set apart, you personally be and appear before the Circuit Court of Anne Arundel County, sitting in Equity; to be held in the City of Annapolis, on the first Monday of July next, to answer the Petition of Michael Nicholas Besbiel and wife against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable RIDGELY P. MELVIN, Chief Judge of the said Court, the 1st., day of May 1944.

ISSUED 19th., day of June 1944.

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

TAKE NOTICE:--That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day, ---------- is Monday, the 3rd, day of July 1944.

(Klawans & Molz, Solr.

Returnable 1st Monday July 1944.

Received 6. 20 1944 at 10 A.M. forthwith delivered to Sheriff of Baltimore County,

Robert J. Spittel, Clerk.

Summoned Dorothy Linde this 21st. day of June, 1944 by reading subpoena Petition for adoption and affidavit to her and a copy of Subpoena Petition for Adoption and Affidavits left with Dorothy Linde and a Copy of Subpoena Petition for adoption and affidavits left with Dr. Silas W. Weltmer Superintendent of Spring Grove State Hospital where she is now confined.

Gilbert G. Miller, Sheriff.

Petition to appoint a guardian ad litem.

To The Honorable, The Judges of said Court:

The petitioners respectfully show:-

1. That the defendant, Dorothy Linde, is a non compos mentis.

2. That a copy of the original petition and a subpoena have been duly served upon her, and also upon Dr. Silas Weltmer as the person having custody of her; and the time limited for her to appear and answer has expired, and she has not appeared or answered either in person or by solicitor.

To The End Therefore:- (1) That a guardian ad litem be appointed to appear for her and to represent her interests in this proceeding.

(2) And for such other and further relief as the nature of the case may require.

And as in duty bound, etc.

E. Klawans

Filed July 25" 1944 Solicitor for the petitioners.

ORDER OF COURT.

Ordered by the Circuit Court for Anne Arundel County sitting in equity this 26th day of July, 1944, that Marvin I. Anderson is hereby appointed guardian ad litem for Dorothy Linde, to answer for her, and to represent her interests in this proceeding.

Ridgely P. Melvin, C.J.

Filed July 26" 1944.

Answer of Guardian Ad Litem to petition for Adoption.

The Defendant, Dorothy Linde, being confined in the Spring Grove State Hospital, although not adjudicated, is incompetent and can not admit any of the matters and things in said Petition of Adoption as alleged, and therefore submits her rights thereunder to the protection of the Court.

Marvin I. Anderson

Guardian ad Litem.

Filed August 28" 1944.

In The Matter of The Petition for the Adoption of Rudolph Alexander Linde, Jr. — No. 8644 Equity In the Circuit Court for Anne Arundel County.

DECREE OF ADOPTION. August 29, 1944.

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

Thereupon, it is this twenty-ninth day of August, 1944, by the Circuit Court for Anne Arundel County sitting in Equity, Adjudged, Ordered, and Decreed, that Rudolph Alexander Linde, Jr., infant son of Rudolph Alexander Linde and Dorothy Linde, his wife, is hereby made in law the son by adoption of Michael Nickolis Besbiel and Margaret Ann Besbiel, his wife.

And it is further Adjudged, Ordered, and Decreed, by the authority aforesaid, that the lawful name of Rudolph Alexander Linde, Jr., is hereby changed in law to Michael Nickolis Besbiel, Jr.

And it is further ordered that the petitioners pay the costs of these proceedings.

Ridgely P. Melvin, C.J.

Filed Aug. 30" 1944.

FREDERICK R. PEDDICORD, Assignee : No. 5823 Equity.
vs. : In the Circuit Court for
OSCAR BERMAN, and wife. : Anne Arundel County.

ORDER TO FORECLOSE

Mr. Clerk:

Please file and docket the within case for the foreclosure of the mortgage filed herewith, as Plaintiff's Exhibit No. 1.

Fred R. Peddicord
Sol. for Pltff.

Filed April 17" 1930.

"PLAINTIFF'S EXHIBIT No. 1"

THIS MORTGAGE, made this 29th day of July in the year one thousand nine hundred and twenty-seven, by and between, OSCAR BERMAN and SOPHYE BERMAN his wife, of the City of Baltimore, in the State of Maryland, parties of the first part, Mortgagors; and MARYLAND MORTGAGE AND GUARANTY COMPANY, a body corporate, duly incorporated under the Laws of the State of Maryland, party of the second part, Mortgagee.

WHEREAS,- the said mortgagors are justly indebted unto the said mortgagee in the full and just sum of Six Thousand Dollars ($6,000.00) for money this day loaned and advanced by the latter to the former, which said sum of money the said mortgagors have covenanted and agreed to repay unto the said mortgagee on the __ day of ___, 1928, together with interest to accrue thereon at the rate of six percentum, per annum, payable quarterly on the __ day of ___ respectively both principal and interest being payable in gold coin of the United States of America of the present standard of weight and fineness; and

WHEREAS,- the said sum of money herein mentioned shall be paid and advanced to the said mortgagors, in the following manner, that is to say:-

1. When foundations are laid, the sum of $2420.00.
2. When second floor joists are placed and back roof sheathed, the sum of $750.
3. When completely roofed, second floor sub-floor laid and studded, the sum of $450.00
4. When wiring and plumbing are roughed in and building is lathed, $250.00
5. When house is plastered, the sum of $350.00.
6. When house is trimmed, hardware, metal ceiling and plate glass in place $450.
7. When plumbing and heating are installed, the sum of $400.00.
8. When painting is completed and electric fixtures placed, the sum of $250.
9. When house is completed, the sum of $680.00; and

WHEREAS,- it is hereby covenanted and agreed by the mortgagors that they will construct upon the hereinafter described property certain improvements consisting of __ in accordance with certain plans and specifications prepared by Callis & Callis dated the 15 day of July, 1927, and will complete the same within_months from the date of these presents, it being covenanted and agreed by the mortgagors, for themselves, their heirs and assigns that said construction shall be started immediately upon the execution of these presents, and if the construction be not begun within ten days or if the same be delayed at any time for a period of ten days, such delays shall immediately operate a default hereunder, and the whole sum of money hereby secured shall immediately become due and payable, and it is further covenanted and agreed by and between the parties hereto that in the event the property hereinafter described is sold and conveyed by the mortgagee herein, subject to this mortgage without the written consent of the mortgagee, the whole sum of money hereby secured shall become immediately due and payable; 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, the said parties of the first part do hereby grant and convey unto the said party of the second part, its successors and assigns, in fee simple, all that lot of ground situate and lying in Glenburnie, Anne Arundel County, in the State of Maryland, and described as follows, that is to say:-

BEGINNING,- for the same on the westernmost side of Light Street Road at the distance of ninety-two feet and ten inches from the intersection of the westernmost side of Light Street Road and the southernmost side of Annapolis-Baltimore Boulevard, which point of beginning is the southeasternmost corner of Lot No. 1 in Block No. 1 on the Plat of "Glenburnie" (which Plat is recorded among the Land Records of Anne Arundel County in Liber S.H. No. 35, folio 104), and running thence and binding on Light Street Road north thirty degrees, twenty-three minutes east twenty-two feet to a point; thence running north sixty-one degrees west one hundred and fifteen feet; thence running northeasterly parallel with Light Street Road four-feet and six inches to the southwesternmost side of the southwesternmost wall of the frame building there erected; thence northwesterly binding on said side of said wall to the end thereof and continuing the same course in all thirty-five feet to the southeasternmost side of West Alley; thence southwesterly binding on said side of said West Alley twenty-six feet and six inches to the westernmost corner of the whole lot owned by Oscar Berman, and thence southeasterly binding on the southwesternmost outline of said whole lot, south sixty-one degrees east one hundred and fifty feet to the place of beginning.

BEING,- part of the lot of ground firstly described in a Deed from John S. Chaney et al,

to the said Oscar Berman, dated October 3rd, 1923 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 69, folio 280.

AND IT IS COVENANTED AND AGREED,- between the parties hereto that at the time of the making of the payment of each instalment of this mortgage, as aforesaid, the property herein described shall be free and clear of all liens and encumbrances, except the lien of this mortgage.

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot of land, with the improvements and appurtenances aforesaid, unto the said mortgagee, its successors and assigns, in fee simple, forever.

AND,- the said mortgagors, for themselves, their heirs and assigns, hereby covenant and agree with the said mortgagee, its successors and assigns, that in the event the said mortgagors shall cease to own the property hereby mortgaged or to have the same estate as they now have in said property, by either voluntary or involuntary alienation, or in any other manner, or if a receiver is appointed for the mortgagors, or if proceedings in bankruptcy either voluntary or involuntary are instituted against the mortgagors, that then and in any of said events the whole sum of money due and owing under this mortgage shall immediately become payable and if not paid on demand this mortgage may be foreclosed under the power of sale hereinafter given.

PROVIDED that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this mortgage shall be void.

BUT upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

AND upon any default in the terms of this mortgage, a sale may be made by the said mortgagee, its successors or assigns, or by Morton Y. Bullock their attorney under Article LXVI, sections 6 to 10, inclusive, of the Maryland Code of 1904, Public General Laws, or any other general or local laws of the State of Maryland relating to mortgages. And such sale shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots; and the sale shall be made after giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the County in which the land is situate; and the party selling may also give such other notice as he may deem expedient; and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient.

AND it is agreed that upon any sale of said property under this mortgage, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of fifty dollars for conducting the proceedings if without contest, but if legal services be rendered to the mortgagee its successors 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 decree of a court of equity in Maryland; second, to

the payment of claims of the mortgagee, its successors or assigns hereunder, whether the same shall have then matured or not; and, third, the balance, if any, to the said mortgagors, their heirs, or assigns, and half of such commissions and all such expenses and costs shall be paid by the mortgagors, their heirs, 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 mortgagors, their heirs, 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 be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest taxes, assessments, public dues and charges the said mortgagors for themselves their heirs, and assigns covenant to pay when legally due, and upon payment thereof to exhibit to the mortgagee the receipted bills thereof, at the place of business of the mortgagee, or its agent. And upon any default in any of the covenants of this mortgage, the mortgagee shall be entitled, without notice to the mortgagors, to the immediate appointment of a receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the mortgagee as additional security.

AND the said mortgagors covenant to keep the improvements on the land insured against loss by fire, in an insurance company or companies selected by, and in an amount designated by the said mortgagee, and to cause the policy or policies to be so framed or indorsed as in case of fire to inure to the benefit of the said mortgagee, its successors or assigns, to the extent of its or their lien or claim under this mortgage, and to deliver the policy or policies to the mortgagee, to be kept by the mortgagee. And in the event of any loss by fire the insurance company or companies are hereby directed by the mortgagors to make payment for such loss to the mortgagee only, and not to the mortgagors and mortgagee jointly; such payment to the mortgagee shall be applied to the extinguishment of the principal, interest and expenses secured by this mortgage whether then due or not, but shall not exceed the amount payable under this mortgage. And the said mortgagors covenant to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

WITNESS,- the hands and seals of the said mortgagors.

WITNESS: Oscar Berman (SEAL)

Harry Kusznaul Sophye Berman (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 29th day of July in the year one thousand nine hundred and twenty-seven before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared OSCAR BERMAN AND SOPHYE BERMAN, his wife, the within named mortgagors and they acknowledged the aforegoing mortgage to be their respective act. At the same time also appeared Frederick R. Peddicord, President of said body corporate Mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth; 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) Harry Kusznaul

Notary Public.

Filed April 17" 1930

FOR VALUE RECEIVED, the undersigned, Maryland Mortgage and Guaranty Company, hereby assigns the within mortgage to FREDERICK R. PEDDICORD.

AS WITNESS the seal of the said body corporate and the signature of L. P. Miller, its Vice-President, this 16th day of April, 1930.

Test: (CORPORATE SEAL) MARYLAND MORTGAGE AND GUARANTY COMPANY

B. P. Culley. BY: L. P. Miller

Filed April 17" 1930.

STATEMENT OF MORTGAGE DEBT.

Principal of loan	$5600.00
Insurance to August 10th, 1930	141.00
Interest, $6,000, July 29th, 1927 to May 12th, 1930	1003.00
Discount December 29th, 1928 to May 12th, 1930	493.00
	7237.00

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 7th day of May, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared L. P. MILLER, Vice-President of the Maryland Mortgage and Guaranty Company, the Assignor in the above entitled case, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

(NOTARIAL SEAL) Beulah P. Culley

Notary Public.

Filed May 8th., 1930.

BOND.

KNOW ALL MEN BY THESE PRESENTS:

That we Frederick R. Peddicord 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 Seven thousand, five hundred and 00/100 ($7500.00) 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 6th day of May in the year nineteen hundred and thirty.

WHEREAS, the above bounden Frederick R. Peddicord by virtue of the power contained in a Mortgage from Oscar Berman and Sophy_ Berman, his wife to Maryland Mortgage & Guaranty Company bearing date the 29th day of July nineteen hundred and twenty-seven_ and recorded among the Land Records of Anne Arundel County, in Liber F.S.R. No. 21, Folio 112, and Frederick R. Peddicord, assignee is about to sell the land and premises described in said Mortgage, default having been

made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That if the above bounden Frederick R. Peddicord 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 — Frederick R. Peddicord (SEAL)

in the presence of (CORPORATE SEAL) NEW AMSTERDAM CASUALTY COMPANY

Beulah P. Culley By C. Gerard Aiken

G. L. Elliott Attorney-in-fact.

Filed May 8th., 1930.

REPORT OF SALE.

TO THE HONORABLE JUDGE OF SAID COURT:

The Report of Sale of Frederick R. Peddicord, Assignee, under and by virtue of the power and authority contained in the mortgage filed herein, he did after giving bond as security for the faithful discharge of his trust which was duly approved and having given notice of the time, place, manner and terms of the sale by advertisement inserted in the Southern Maryland Times, a weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, he did pursuant to said notice, on Monday, May 12th, 1930, at four o'clock p.m., attend on the premises and then and there sold the said property described in said mortgage to Luther P. Miller, at and for the sum of Six Thousand Dollars ($6,000.00), the said sale being made to the highest bidder therefor.

Frederick R. Peddicord Assignee

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 13th day of May, 1930, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared FREDERICK R. PEDDICORD, Assignee, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Beulah P. Culley

Notary Public.

Frederick R. Peddicord, Solicitor Munsey Building Baltimore, Md.

ASSIGNEE'S SALE of Valuable fee simple Property and Buildings, Located on the Robert Crain Highway, at Glen Burnie, Maryland.

Under and by virtue of the power and authority contained in a mortgage from Oscar Berman and Sophye Berman, his wife, to Maryland Mortgage & Guaranty Company, dated July 29th, 1927, and recorded among the land records of Anne Arundel County in Liber F.S.R. 21, folio 112, &c (default having occurred under said mortgage), the undersigned Assignee will sell at Public Auction on the premises on Monday, May 12, 1930 at 4.00 O'clock, P.M.

The following described property, with improvements:

BEGINNING for the same on the westernmost side of Light Street Road at the distance of ninety-two feet and ten inches from the intersection of the westernmost side of Light Street Road and the southernmost side of Annapolis-Baltimore Boulevard, which point of beginning is the Southeasternmost corner of Lot No. 1 in block No. 1 on the Plat of "Glen Burnie" (which Plat is recorded among the Land Records of Anne Arundel County in Liber S.H. No. 35, folio 104), and running thence and binding on Light Street Road north 30 degrees, 23 minutes east twenty-two feet to a point; thence running north 61 degrees west one hundred and fifteen feet; thence running northeasterly parallel with Light Street Road four feet and six inches to the southwesternmost side of the southwesternmost wall of the frame building there erected; thence northwesterly binding on said side of wall to the end thereof and continuing the same course in all thirty-five feet to the southeasternmost side of West Alley; thence southwesterly binding on said side of said West Alley twenty-six feet six inches to the westernmost corner of the whole lot owned by Oscar Berman, and thence southeasterly binding on the southwesternmost outline of said whole lot south sixty-one degrees east one hundred and fifty feet to the place of beginning.

BEING part of the lot of ground Firstly described in a Deed from John S. Chaney, et al, to the said Oscar Berman, dated October 3, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 69, folio 280.

Assigned to Frederick R. Peddicord, April 16, 1930.

All expenses, including special paving tax, if any, to be adjusted to day of sale.

IMPROVED by a large, two-story brick and stucco office or store building, facing on the Robert Crain highway, and by a frame dwelling house, located in the rear of the property.

TERMS OF SALE: A deposit of $300.00 cash or certified check, will be required of the purchaser at the time and place of sale; balance of purchase money to bear interest at 6 per cent from day of sale to day of settlement, and deferred payments to be secured to the satisfaction of the undersigned Assignee.

Wm. H. Moss & Co.,
Auctioneers, Annapolis.

Frederick R. Peddicord,
Assignee.

Office of The Times, Glen Burnie, Md., June 3,1930.

THIS IS TO CERTIFY, That the annexed advertisement of Assignee's Sale of Valuable Fee Simple Property and Buildings, Located on The Robert Crain Highway at Glen Burnie, Maryland, was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper published in Anne Arundel County, Maryland, once a week for four successive weeks before the 12th day of May 1930; that is to say, the same was inserted in the issues of April 18-25 and May 2-9, 1930.

THE SOUTHERN MARYLAND TIMES
By Thomas L. Christian
Business Manager.

Filed May 13th, 1930.

ORDER NISI.

Ordered, this 13th day of May, 1930, That the sale of the property mentioned in these proceedings made and reported by Frederick R. Peddicord, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 14th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of June next.

The report states that the amount of sales to be $6,000.00

Frank S. Revell, Clerk.

Office of The Southern Md. Times. Glen Burnie, Md., June 3, 1930.

THIS IS TO CERTIFY, that the annexed advertisement of Order Nisi-Frederick R. Peddicord, assignee versus Oscar Berman and Sophye Berman, was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper published in Anne Arundel County, Maryland, once a week for three successive weeks before the 14th day of June 1930; that is to say, the same was inserted in the issues of May 16-23-30, 1930.

THE SOUTHERN MARYLAND TIMES

By Thomas L. Christian
Z
Business Manager.

ORDERED BY THE COURT, This 2nd day of September, 1930 that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor. (See opinion Filed Aug. 29, 1930.)

Robert Moss, A.J.

Filed Sept. 2nd 1930.

In the Matter of the Sale of the Mortgaged Real Estate of Oscar Berman and wife. — No. 5823 Equity In the Circuit Court for Anne Arundel County.

Opinion of Court (Judge Moss) Overruling Exceptions to Sale and ratifying the sale. August 28th, 1930.

On the 20th of June, 1930 Oscar Berman filed Exceptions to the ratification of the sale of the mortgaged real estate made in this case upon the following grounds:-

1. That said sale was not fairly made.
2. That said sale was not properly made.
3. That said sale should not have been made because said mortgage was not in default.
4. For other and further grounds to be urged at the hearing of these Exceptions.

On July 14th, 1930, he filed further Exceptions in these words:-

1. That the mortgage is defective because it contains no date when the re-payment of the principal sum shall be made.
2. Statements of mortgage claim show principal sum was never paid out to the mortgagee.
3. No statement of mortgage claim was ever filed by party making sale.
4. Improper statements of mortgage claim show interest computed on $6,000 while lesser amount was actually paid out.
5. No interest was unpaid at the time of the foreclosure, or overdue.
6. There were no handbills distributed or advertisement of sale posted on the property.
7. Terms of sale in newspaper advertisement were vague.
8. Price of sale was not bona fide.

This appears to be another one of those cases so numerous in Anne Arundel County, where parties have attempted to buy lots and build houses on borrowed capital.

On May 10th, 1927, the mortgagor, Oscar Berman, made application to The Maryland Mort—

gage and Guaranty Company for a loan of $6,500. for a period of one year at 6% interest, and did authorize The Maryland Mortgage and Guaranty Company to arrange a loan for said amount, and agreed to pay a commission of 6% and 1% inspection for their services, if said loan was made. He further agreed to pay all costs of examining the title and preparing and recording the papers; and further agreed to keep the property insured for $6,500 for the benefit of the mortgagee, in a company satisfactory to said mortgagee. This application appears also to give the location of the property as near Crain Highway, Glenburnie (which is in Anne Arundel County), purchased in 1925; number of stories, two, built of hollow tile; size of lot, 20X 150; number of rooms, not given; bath; to be lighted by electricity or gas; heated by hot water; purchase price of property, bought with other property, in fee; saying that the property is a small part of other adjoining property, and as encumbrances were placed upon the other property because it is improved, releases for this property obtained. General condition of the property, four room bungalow now at the front of the lot, to be moved to the rear thereof, and building 20 X 40 as per plans and specifications to be erected facing Crain Highway. It appears that the Committee representing the Company approved the loan for $6,000 and valued the property, at that time in fee, for $9340.

The mortgage bears date the 29th day of July, 1927, is "for the sum of $6,000 for money this day loaned at 6% per annum, payable quarterly," leaving blank the date in 1928 when it should be paid, as stated in the Exceptions. It should be borne in mind that the application for the loan stated that it was for one year, and the Court has no difficulty in reaching the conclusion that this loan was made for one year, and payable on the 29th day of July, 1928.

The mortgage also provided for the payment out of this money, in installments as the house was built. The Court does not deem it necessary, as the mortgage filed in the case can be looked to, to give the items, manner and time of paying out the same, but cites it merely as to show, in answer to the Exception, that $6,000 was not paid to the mortgagor, but $400 was held by the mortgagee, and the reason why this money was held.

All of these matters relating to the amount of money actually due on the mortgage, the amount of interest unpaid, and other charges and costs, need not be dealt with on the Exceptions to the ratification of the sale, because a true account between mortgagor and mortgagee, ascertaining the amount due can be found when the case is sent to the Auditor.

The third Exception in his Additional Exceptions, as to the fact that no statement of mortgage claim was ever filed by the party making the sale, this appears to be a mistake as the statement of the mortgage claim was filed in this Court on May 8th, 1930, and for some reason was mis-placed. The Statement shows the principal of loan was --$5600

Insurance to Aug. 10th, 1930 ----------	141.
Interest from July 29th, 1927 to May 12, 1930 ----------	1003.
Discount, Dec. 29, 1928 to May 12, 1930 ----------	493.
making a total amount due of ----------	$7237.

Clause 5 in the Exception, "No interest was unpaid at the time or the foreclosure, or overdue", the Court does not find any facts in the record to support this allegation, and the sworn statement of the claim says that there was interest overdue, and that the mortgage was in default.

The 6th item in the Exceptions,"there were no handbills distributed or advertisement of sale posted on the property."

The 7th,- "Terms of sale, in newspaper advertisement are vague."

The 8th,- "Price of sale not bona fide."

These three Exceptions the Court will now consider. The testimony does establish the fact that no handbills giving notice of the sale, were posted. The mortgage provides, speaking of sale after default, "And that the sale shall be made, after giving 20 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 parties 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 parties making the sale may deem expedient." It is certain that there was nothing said in this mortgage requiring handbills to be posted upon the property; and the Court would be strongly inclined to set aside the sale upon this ground, were it not for the fact that there is nothing in the record to show that the property did not bring all that it was worth. Indeed the mortgagor, in his Exceptions, says, that the price of sale was not bona fide, but gives the Court no reason why this allegation was made. It appears that the property was offered in due form by the assignee, the auctioneer was present and cried the sale, there were few people, if any, at the sale, and the mortgagee, as generally happens in such cases, bid the property in at $6,000. From no testimony as to its actual value can the Court say that this store built on a lot fronting 20 feet on a highway built of tile, was worth even as much as $6,000, when the highest rent ever paid for it was $35 a month, except as to one month when he was fortunate enough to get $75 for the month, and there is nothing in the record to show why this tenant only continued to occupy the premises for a month.

The presumption is in favor of the sale, and the only difficulty that the Court has, is because in the recent case of Bregel vs. Beckman, 157th Md., page 471, there the Court says, being a synopsis of the case, "that the advertisement of a foreclosure sale was made somewhat indefinite as regards the description of the property, and that no notice of the proposed sale was posted on the property, held not grounds for exception by the mortgagor, it appearing that he had, himself, requested the auctioneer not to post the notice, that neither he nor his creditors objected to the holding of the sale, and that he, thereafter, acquiesced in the purchaser entering on the property and making of improvements thereto, and it not appearing that the indifference of the advertisement did not keep any one from finding the property, or that there was a shocking loss of price at the sale." The Court is uncertain as to what the Court of Appeals would have done in a case of this kind before it, had the mortgagor not requested the auctioneer not to post the handbills.

In the case under consideration by this Court, no handbills were required. All that was required to make the sale was 20 days notice in a newspaper printed in Anne Arundel County. This appears to have been complied with, and there is no testimony in the record to show that it was not complied with. The property appears to have been fully advertised in the advertisement published in the newspaper; it gives the exact location of the lot by metes and bounds, and speaks of it as valuable, fee simple property, and building, located on the Robert Crain Highway at Glenburnie, Maryland, and speaks of the improvements as a large two story brick and stucco office or store building facing on the Crain Highway, and a frame dwelling house located in the rear of the property; and the terms of sale appear to be those provided for in the mortgage, in the event of a sale.

"Inadequacy of price, standing by itself, is not sufficient to vacate a sale, unless it

be so gross and inordinate as to indicate some mistake or unfairness in the sale for which the purchaser is responsible, or misconduct or fraud in the trustee."

Johnson vs. Dorsey, 7 Gill, 269.

"A sale under a power contained in a mortgage, or trust, is always presumed to be regular and valid, and mere inadequacy of the price, by itself, need not in itself invalidate or affect the sale otherwise properly conducted, unless it is so great as to shock the conscience of the Court, and especially in the absence of a showing that a larger price could have been obtained on re-sale."

19th R.C.L. Title Mortgages, Par. 431.

The price bid for the property when there was no competition, and the mortgagee was forced to buy it in to protect itself, is, as far as the Court is able to Judge a fair one, and does not, in any manner, shock the conscience of the Court. But the appraisement of this property at $9340 for the purpose of making the $6,000 loan on it, is, by no means, free from criticism. Indeed the recklesness with which money was loaned a few years ago, upon real estate in this county, and the mortgages now being foreclosed in nearly ever case failing to pay the mortgage debt, and in very many of the cases not half of the amount due on the mortgage, is indeed calculated to shock the conscience of a Court as to the recklesness with which money was in those times loaned.

In 41st C.J. page 950, under the title Terms of Sale, it is said,- "Terms of sale when required by statute, or by the mortgage or trust, should be set forth with reasonable certainty, although it has been held that failure to specify that the sale would be for cash, would not invalidate the sale; or failure to specify the terms of sale in the published notice, will not invalidate the sale where such specification is not required by statute or the terms of the mortgage or deed of trust."

As to the amount of interest due upon this mortgage; as to the money not actually paid over to the mortgagor at the time of the execution of the mortgage, or in pursuance of the schedule contained in the mortgage by which this money should be paid out as the building progressed, can all be ascertained in the Auditor's Account. And the Court finding nothing in the record to show that this property would have brought a better price had handbills been posted at the property or in the vicinity, or there would be any hope at a re-sale of obtaining a larger price, is compelled to dismiss the Exceptions and will ratify the sale; the costs to be paid out of the proceeds of sale.

Robert Moss A.J.

Filed Aug. 29" 1930.

John H. Millington, PLAINTIFF	:	No. 2434 Divorces,
VS.	:	In the Circuit Court for Anne
Margerie Loraine Dickinson Millington,	:	Arundel County, Maryland
Otherwise known as Margerie Loraine Dickinson,	:	In Equity.
DEFENDANT	:	

BILL OF COMPLAINT.

To the Honorable, the Judge of the said Court.

The bill of complaint of John H. Millington, the above complainant, by John S. Strahorn and John S. Strahorn,Jr., his solicitors, respectfully shows:

1. That he is a resident of said Anne Arundel County, in the State of Maryland, and has resided in said county for more than one year prior to the filing of this bill of complaint.

2. That the defendant, Margerie Loraine Dickinson Millington, otherwise known as Margerie Loraine Dickinson, hereinafter referred to as the defendant, is a non-resident of the State of Maryland, now residing, as your complainant is advised and believes, at Santa Paula, in the State of California.

3. That on January 30, 1943, at Las Vegas, in the State of Nevada, your complainant and the defendant herein joined in a ceremony, which, as to the forms required by the State of Nevada and as to other requirements than those affected by the allegations hereinafter set out, constituted a lawful ceremony of marriage between them.

4. That at the time of the aforesaid ceremony of marriage between your complainant and the defendant herein, the laws of the said State of Nevada provided that all marriages procured by fraud should be void and of none effect from and after annulment by proper proceedings.

5. That at the time of the aforesaid ceremony of marriage, although unknown to and by her concealed from your complainant, the said defendant entertained a fixed, permanent, and irrevocable determination never to bear children and never to permit your complainant to engage in sexual relations with her other than with the use of methods and devices calculated to prevent her from becoming pregnant; and which said determination the said defendant fraudulently concealed from your complainant herein, until on or about July 12, 1944, as hereinafter set out.

And your complainant further shows, on information and belief, that the principal and only purposes of the said defendant in entering into the aforesaid ceremony of marriage (also unknown to and fraudulently concealed by her from your complainant herein and not discovered by him until on or about July 12, 1944, as further hereinafter set out), were (1) to enable her to obtain the benefit of your complainant's income for financing the completion of her college education, and (2) to enable her to be properly and comfortably supported.

And your complainant further shows to the Court, that he would not have entered into said ceremony of marriage had he then known of her said selfish, narrow, and limited purposes in the premises; he having, at the time he so entered into said ceremony of marriage, entertained the natural hope and expectation that the said defendant was willing to bear children in due course.

6. That from the time of the aforesaid ceremony of marriage, until the discovery by your complainant herein of the fraud so practiced upon him (which discovery was first made by him on or about July 12, 1944, as hereinafter set out), because of your complainant's necessary absence from home on active duty with the United States Navy, your complainant and the de-

fendant herein were together only for brief periods totalling about one month, during which brief periods occasional marital relations between them occurred, on all of which occasions your complainant, in deference to the then expressed wishes of the defendant (all the time hoping and believing that her desire to avoid pregnancy was only of a temporary nature,) permitted the use of methods and devices calculated to and which did avoid pregnancy; doing so, however, on each and every occasion, in ignorance of the fixed, permanent, and irrevocable nature of her determination not to bear children, but, rather, believing that upon her reaching a more mature age she would be willing to permit natural sexual intercourse for the purpose of procreating children.

7. That on or about July 12, 1944, and for the first time, either before or after the time of the aforesaid ceremony of marriage, your complainant, having some doubts in the premises, engendered by her unusual and habitually unconventional sexual behaviour, and after extended questioning of her thereabout, then, for the first time, finally became convinced of said fraud so practiced upon him by her, to-wit, that, through her own admissions made at said time after such questioning, the said defendant was then, and had been prior to and ever since the time of the said ceremony of marriage, possessed of a fixed, permanent, and irrevocable determination never to permit sexual relations in normal fashion likely to cause child bearing by her; and that she had entered into the said marriage ceremony only for the selfish purposes hereinbefore set out and alleged in Paragraph 5 hereof.

8. That immediately upon learning, as set out and alleged in the next preceding paragraph hereof, of the fraud so practiced upon him by her in inducing him to enter into the aforesaid ceremony of marriage with such mental reservations on her part, your complainant ceased from having further marital relations in any manner with the said defendant, left her bed, removed from their common bed-room, and ever since such removal has done nothing in any manner to ratify or condone the said fraud so practiced upon him.

9. That the said defendant is an infant, under the age of twenty-one years, and has no natural or legal guardian residing within the State of Maryland.

To the end, therefore:

1. That a decree may be passed herein declaring the aforesaid marriage between your complainant, John H. Millington, and the aforesaid defendant, Margerie Loraine Dickinson Millington, otherwise known as Margerie Loraine Dickinson, to be null and void for all intents and purposes whatsoever.

2. That your complainant may have such other and further relief in the premises as his cause and equity may require.

MAY IT PLEASE YOUR HONOR, to grant unto your complainant an order of publication, giving notice to the said Margerie Loraine Dickinson Millington, otherwise known as Margerie Loraine Dickinson, an infant and a non-resident of the State of Maryland, residing now at Santa Paula, State of California, or elsewhere beyond the jurisdiction of this Court, of the object and substance of this bill of complaint, and warning her to be and appear in this court, either in person or by solicitor, on or before a certain day to be named therein, to show cause, if any she may have, why a decree ought not to be passed herein as prayed.

And he will ever pray, etc.

John S. Strahorn

John S. Strahorn, Jr.

Solicitors for Complainant

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 2 day of October, 1944, before me, the subscriber, a Notary Public of the said State, in and for the said County, personally appeared John H. Millington, the within and above named plaintiff, who, being duly sworn, made oath in due form of law that the matters and facts set out and elleged in the foregoing bill of complaint are true as therein stated, to the best of his knowledge, information, and belief.

WITNESS MY HAND AND NOTARIAL SEAL.

(NOTARIAL SEAL) Mary M. Munroe

Notary Public.

Filed Oct. 2" 1944.

ORDER OF PUBLICATION.

John H. Millington, PLAINTIFF, vs. Margerie Loraine Dickinson Millington, Otherwise known as Margerie Loraine Dickinson, DEFENDANT. No. 2434 DIVORCES, In the Circuit Court of Anne Arundel County, Maryland, IN EQUITY.

The object of this suit is to obtain an annulment of the marriage between the plaintiff and the defendant.

The bill recites that the plaintiff, John H. Millington, has been a resident of Anne Arundel County, Maryland, for more than one year; that the defendant, Margerie Loraine Dickinson Millington, otherwise known as Margerie Loraine Dickinson, is a non-resident of this state, last heard of at Santa Paula, California; that the parties hereto were married by lawful ceremony at Las Vegas, Nevada, January 30, 1943; that by the laws of Nevada marriages procured by fraud may be annulled; that at the time of the ceremony the defendant possessed but fraudulently concealed from the plaintiff a fixed, permanent, and irrevocable determination never to bear children; that her principal motive in marrying plaintiff was to obtain the benefit of his income; that plaintiff would not have entered into the marriage had he known of said determination and motive; that on all occasions from the time of the marriage until on or about July 12, 1944, the plaintiff remained in ignorance of such determination and of such motive; that on or about July 12, 1944, the plaintiff, for the first time, discovered such determination and motive; that upon such discovery he ceased cohabitation with the defendant and since has done nothing else to ratify or condone the fraud so practiced upon him.

That the said non-resident defendant is an infant under the age of twenty one years, and has no natural or legal guardian in the State of Maryland. The bill prays for an annulment of the said marriage through decree of this court; and for other relief.

IT IS THEREUPON, this 2nd., day of October, 1944, ORDERED, by the Circuit Court for Anne Arundel County, IN EQUITY, that the plaintiff, by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County, once in each of four successive weeks before the 3rd., day of November, 1944, give notice to the said non-resident defendant, Margerie Loraine Dickinson Millington, otherwise known as Margerie Loraine Dickinson, an infant, of the object and substance of this bill, warning her to be and appear in this court either in person or by solicitor, on or before the 18th day of November, 1944, to show cause, if any she may have, why a decree annulling said marriage ought not to be passed as prayed.

John H. Hopkins, 3rd., Clerk.

Filed Oct. 2" 1944.

Certificate of Publication Annapolis, Md., November 6, 1944

We hereby certify, that the annexed Order of Publication Millington vs. Millington Eq. #2434 Divorces 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 3rd day of November, 1944. The first insertion being made the 5th day of October, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By M. Stone

Filed Nov. 13" 1944

Certificate of Publication Annapolis, Md., November 17, 1944.

We hereby certify, that the annexed Order of Publication No. 2434 Divorces John H.Millington 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 3 day of November, 1944. The first insertion being made the 5 day of October, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed 17" Nov. 1944.

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM.

To the Honorable, the Judge of the said Court.

The petition of the above plaintiff, by John S. Strahorn, and John S. Strahorn, Jr., respectfully shows unto your Honor.

That the defendant, Margerie Loraine Dickinson Millington, otherwise known as Margerie Loraine Dickinson, is an infant, and has been summoned by Order of Publication herein, but being such infant, cannot answer and defend this suit for herself.

Your petitioner, therefore, prays your Honor, to appoint a Guardian ad Litem to appear and answer herein for the said infant defendant.

And as in duty bound, etc.

Jno. S. Strahorn,

John S. Strahorn, Jr.,

Solicitors for Petitioner.

ORDERED, this 20th day of November, 1944, by the Circuit Court for Anne Arundel County, In Equity, upon the foregoing petition, that Noah A. Hillman, Esq., be and he is hereby, appointed Guardian ad Litem to appear and answer for the said defendant, Margerie Loraine Dickingson, other wise known as Margerie Loraine Dickinson Millington, infant defendant in the above cause. After communicating direct with her and giving her opportunity to state her position in this case on or before Dec. 11, 1944.

Ridgely P. Melvin Chief Judge.

Filed Nov. 20" 1944

John H. Millington

vs.

Margerie L. Millington

#2434 Divorces

In the Circuit Court for

Anne Arundel County.

ANSWER.

To the Honorable, the Judges of said Court.

The answer of Margerie L. Millington, by Noah A. Hillman, her Guardian ad litem, re-

spectfully shows:

That being an infant she can neither admit nor deny the allegations of the Bill of Complaint and therefore submits her rights to the Court for such decree as may be proper.

Noah A. Hillman
Guardian ad Litem

Filed Dec. 12" 1944.

REPORT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Noah A. Hillman, duly appointed guardian ad litem for the defendant, and he respectfully shows:

1. That this Honorable Court appointed him guardian ad litem for the defendant to appear for her and answer the Bill of Complaint.

2. That by said Order the guardian ad litem was required to communicate with the defendant so as to give her an opportunity to state her position in the case, on or before December 11, 1944.

3. That in accordance with the Order of Court, the guardian ad litem on November 21,1944 sent the defendant a certified copy of the said Order of Court, by registered mail; original carbon copy of said letter, registered mail receipt and return receipt card being filed herewith.

4. That a duplicate of the aforesaid letter was mailed to Mr. Walter E. Egerman, Attorney at Law, Los Angeles, California, because the guardian ad litem was advised that said Mr. Egerman had had some connection with this case in the past, acting as counsel for the defendant.

5. That thereafter a letter dated November 24, 1944 was received by the guardian ad litem from Mr. Walter E. Egerman in which, among other things, he states that he has instructed the defendant not to answer the letter of the guardian ad litem or authorize him to do anything; the original letter being filed herewith.

All of which is respectfully submitted by the guardian ad litem for such action as this Court may deem proper.

Noah A. Hillman Guardian ad litem

Walter E. Egerman Attorney at Law 609 South Grand Avenue, Suite 1100
Los Angeles 14, California Trinity 2869

November 24, 1944.

Mr. Noah A. Hillman,Attorney at Law
Maryland Hotel Building Annapolis, Maryland

Dear Mr. Hillman:

I received carbon copy of your letter dated November 21, 1944, addressed to Mrs.Marjorie Millington, and wish to reply as follows:

As stated in my letter of October 26, 1944, addressed to Lt. Cmdr. Millington, it is the position of my client that Lt. Cmdr. Millington is not legally entitled to bring any action for either annulment or divorce since his wife is the injured and innocent spouse and carries the matrimonial domicile with her. Cases in support of this position are too numerous to mention and you are no doubt well aware of the same.

Therefore, under these circumstances, I am instructing Mrs. Millington not to even answer

your letter or authorize you to do anything, even in a negative sense, and should Lt. Cmdr. Millington ever obtain a decree of annulment in the Maryland courts, we will consider the same of no force and effect, and such decree will always be subject to collateral and direct attack.

WEE:SG

Respectfully yours,

cc to: Mrs. Marjorie Millington

Walter E. Egerman

Receipt for Registered Article No. 6484 Fee paid 20 cents Class postage 1 Declared value No V

Postmaster Per P (mailing office)

Return to Noah A. Hillman Registered Article No. 6484

Return Receipt

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card. 1. Mrs Margie Millington
(Signature or name of addressee)

2. Mrs Frank Noonan
(Signature of addressee's agent--Agent should enter addressee's name on line One above)

Date of delivery 11-2 4-44

November 21, 1944

Mrs. Margerie L. Millington

c/o Mr. Frank Noonan

4906 Hub Street Los Angeles 42, California

Dear Mrs. Millington:

I am enclosing a certified copy of an Order of the Circuit Court for Anne Arundel County, Maryland dated November 20, 1944, in the divorce suit filed by your husband, John H. Millington, #2434 Divorces. You will note that the Court has appointed me your Guardian ad Litem for the purpose of appearing for you and answering the Bill of Complaint filed in said divorce case. I am directed by the Order to communicate with you and to give you an opportunity to state your position in the case, on or before December 11, 1944.

I know nothing of this case except that I have read the Bill of Complaint and I am enclosing a copy of that. I am required under the Order of Court to file your answer but I naturally want to know from you what your position in the case may be so that I will not simply file a non-committal answer. However, if that is the kind of answer you want filed please say so and I will do that, in which case I assume the plaintiff will go ahead with testimony. A copy of this letter is going forward to Mr. Walter E. Egerman, of your city, who I understand was your lawyer.

Please reply immediately, using the envelope enclosed.

Very truly yours,

_____

Filed Dec. 12" 1944.

PETITION TO TAKE TESTIMONY.

To the Honorable, the Judge of the said Court:

The petition of the above plaintiff respectfully shows:

That the defendant has been duly notified by Order of Publication to appear herein to the Bill of Complaint filed against her; and the Guardian ad Litem, Noah A. Hillman, Esq., appointed by Order of this Honorable Court dated November 20, 1944, to appear and answer for said

(infant) defendant, has filed his answer in the premises, on the 12th day of December, 1944.

Your petitioner, therefore, respectfully prays that an order be passed herein, authorizing and directing that testimony be taken herein, by the respective parties, as they may desire.

And he will ever prays, etc.

Jno. S. Strahorn

John S. Strahorn,Jr.

Solicitors for Plaintiff.

ORDERED , THIS 12th day of December, 1944, by the Circuit Court for Anne Arundel County, In Equity, that the parties hereto be and they are hereby granted leave to take testimony here-in before any one of the Standing Examiners of this Court, in support of their respective contentions in the premises.

Ridgely P. Melvin, Chief Judge.

Filed Dec. 12" 1944.

QUESTIONS AND ANSWERS ALAN E. MAYER

Notice to Submit Interrogatories

TO Noah A. Hillman, Esq., Guardian ad Litem in the above case:

You are hereby notified that the attached interrogatories will be submitted to Esther P. Gaylord, Worcester Polytechnic Institute, Worcester, Massachusetts, a Notary Public of the State of Massachusetts, County of Worcester therein, to be propounded to Alan E. Mayer, Navy V-12 Unit, Worcester Polytechnic Institute, Worcester, Massachusetts; the said interrogatories and the answers thereto to be filed in the above case and used as evidence on behalf of the Plaintiff.

Jno. S. Strahorn

John S. Strahorn, Jr.

Solicitors for Plaintiff.

Service of copy admitted, this 12th day of December, 1944. Cross-examination is waived.

Noah A. Hillman

Guardian ad litem.

Interrogatories to Alan E. Mayer.

#1 - Please state your name, age, present address, and home address.

Alan Eugene Mayer; 19; Navy V-12 Unit, Worcester Polytechnic Institute, Worcester 2, Mass.; 115 Spa View Ave., Annapolis, Md.

#2 - Please state whether, and if so, how long and under what circumstances you have known John Howard Millington, the Plaintiff in the above styled case.

I first met John Howard Millington in June 1935 before he entered the U. S. Naval Academy. I saw him frequently at my home in Annapolis during the next four years prior to his graduation in 1939, and I have seen him intermittently since then.

#3 - Please state whether, and if so, how long, where, and under what circumstances you have known Margerie Loraine Dickinson Millington, the Defendant in the above styled case.

I first met Margerie Loraine Dickinson Millington Sat. and Sun. of Easter week-end 1943. John and Margerie visited my home in Annapolis for the week-end arriving Sat. afternoon and departing Mon. morning. I talked many times with both of them that week-end.

#4 - Please state whether you have ever had any conversations with the aforesaid Defendant

during which she discussed or disclosed her purposes in becoming married to the aforesaid Plaintiff, or her attitude towards him and their marriage.

Yes.

#5 - If your answer to the preceding question is "Yes", then now state briefly the circumstances of such conversations, including when and where they occurred, and what was said, in exact words if possible, or if not possible, then in substance.

(Answer to question #5 found on additional sheet herewith).

#6 - (General Question) Do you know or can you state any other matter or thing of interest to the parties to this suit or either of them? If so, please now state it fully and at large with this your answer.

No.

#5 - If your answer to the preceding question is "Yes", then now state briefly the circumstances of such conversations, including when and where they occurred, and what was said, in exact words if possible, or if not possible, then in substance.

Sunday afternoon of the above-mentioned Easter week-end Margerie and I were in the cellar game room of my home playing a radio-victrola, while John and the members of my family were upstairs listening to the Sunday afternoon radio symphony broadcast. While we were in the game room Margerie said to me, "With me this marriage is entirely a financial proposition" - or very similar words to that effect.

The above is an accurate transcription of my answers to the respective interrogatories.

Alan E. Mayer

State of Massachusetts, County of Worcester, Sct.

I, Esther P. Gaylord, a Notary Public for the State and County aforesaid, do hereby certify that upon receipt by me of the above interrogatories addressed to me to be propounded to Alan E. Mayer, I, at Worcester, Massachusetts, on the 13th day of December, 1944, caused the same to be severally propounded to the said Alan E. Mayer, after first having duly sworn him truly to answer the same, and that the above transcribed answers are the answers given by the said Alan E. Mayer, and that he read the above interrogatories and answers after they were transcribed, and signed the same in my presence.

Witness my hand and Notarial Seal this 13th day of December, 1944.

(NOTARIAL SEAL) Esther P. Gaylord,

My Commission Expires Oct. 9, 1947. Notary Public.

Filed Dec. 15" 1944.

QUESTIONS AND ANSWERS ELIZ. M. McNAMARA, Plattsburg, N.Y.

Notice to Submit Interrogatories

TO Noah A. Hillman, Esq., Guardian ad Litem in the above case:

You are hereby notified that the attached interrogatories will be submitted to Catherine L. McCarthy, of Surrogate's Court, Plattsburgh, New York, a Notary Public of the State of New York, County of Clinton, therein, to be propounded to Elizabeth M. McNamara, 44 Elm Street, Plattsburgh, New York; the said interrogatories and the answers thereto to be filed in the above case and used as evidence on behalf of the Plaintiff.

Jno. S. Strahorn

John S. Strahorn, Jr.

Solicitors for Plaintiff.

Service of copy admitted, this 12th day of December, 1944. Cross examination is waived .

Noah A. Hillman

Guardian ad Litem.

SUBMISSION OF INTERROGATORIES

TO Catherine L. McCarthy, Surrogate's Court, Plattsburgh, New York, a Notary Public of the State of New York, County of Clinton therein:

Pursuant to due notice served on Noah A. Hillman, Esq., Guardian ad Litem for the Defendant in the above case, you are instructed to propound the attached interrogatories to Elizabeth M. McNamara, 44 Elm Street, Plattsburgh, New York, first having duly sworn the said Elizabeth M. McNamara truly to answer the same; and to have transcribed the said interrogatories and the respective answers thereto, and to return the same under your hand and seal, first having caused the said Elizabeth M. McNamara to read and sign the same, to John H. Hopkins, 3rd, Esq., Clerk, Circuit Court for Anne Arundel County, Annapolis, Maryland, by registered mail, to be filed in the above case.

Jno. S. Strahorn

John S. Strahorn, Jr.

Solicitors for Plaintiff.

John H. Millington, PLAINTIFF

vs.

Margerie Loraine Dickinson Millington

Otherwise known as Margerie Loraine Dickinson

(Noah A. Hillman, Guardian ad Litem), DEFENDANT

No. 2434 Divorces

In the Circuit Court for Anne Arundel

County Maryland, In Equity.

INTERROGATORIES TO ELIZABETH M. McNAMARA

#1 - Please state your name, whether you are of lawful age, and your residence address.

A. Elizabeth Millington McNamara, age 26 years, living at 44 Elm Street, Plattsburgh, New York.

#2 - Please state your relationship to and acquaintance with John H. Millington, the Plaintiff in the above styled case.

A. John Howard Millington is my brother, and I have known him all my life.

#3 - Please state whether you are, and if so, when you first became acquainted with Margerie Loraine Dickinson Millington, the defendant in the above styled case.

A. I am acquainted with Margerie Loraine Dickinson Millington; she is the wife of my above-mentioned brother. I first met her in Boston, Massachusetts, April 19, 1943.

#4 - If you are so acquainted, please state the nature of the occasion which first caused you to meet the aforesaid defendant.

A. She came to Boston for her honeymoon with my brother. I accompanied him to the train to meet her on her arrival at Boston on April 19, 1943. I spent all that day with her from 11 a.m. to 10 p.m. and saw her several times again in the next few days.

#5 - Please state whether, on such occasion if it occurred, you had any conversations with the aforesaid defendant, and whether, if so, they were in or out of the presence of the aforesaid plaintiff.

A. (Answer to Question #5 found on Page 4).

#6 - If such conversations occurred, please state whether they dealt with the said defendant's plans for having children by her husband, her personal attitude toward child-bearing,

or her wishes for information on the subject of birth control.

A.- (Answer to Question #6 found on Page 4).

#5 - Please state whether, on such occasion if it occurred, you had any conversations with the aforesaid defendant, and whether, if so, they were in or out of the presence of the aforesaid plaintiff.

A. During that first day that Margie was in Boston, I was with her from about 11:00 a.m. to about 10:00 p.m.; out of that time, John was apart from us from about 11:15 a.m. to about 5:30 p.m., as he had to return to his ship during the day for duty. During his absence, Margie and I had a great deal of conversation, both getting acquainted, and later on more intimate subjects concerning marriage.

#6 - If such conversations occurred, please state whether they dealt with the said defendant's plans for having children by her husband, her personal attitude toward child-bearing, or her wishes for information on the subject of birth control.

A. During that first day that Margie was in Boston, and while John was out on board ship, we had all day to become acquainted as sisters, and to have much heart-to-heart talk. In our various conversations throughout the day, as we went from place to place, shopping and sightseeing, I was able to establish quite a sisterly relationship between Margie and me before long, and we discussed many and varied topics in our conversations. I remember that we became particularly confidential as we were having a lunch at the Statler. I believe that the subject of birth control was opened there while we were eating, leading up to her suggesting to me that I help her make the right purchases for birth control. Yes, a great deal of our conversation that day dealt with Margie's plans and attitudes toward child-bearing, and her questioning me about birth control, asking for advice and help in the matter of birth control.

#7 - If such conversations dealt with any one or more of the topics named in the preceding question, please state what was said by the aforesaid defendant, in exact words if possible, otherwise in substance.

A. (Answer to Question #7 found on Page 6).

#8 - Please state whether you know of any purchases being made by the said defendant on the day of such conversations, if they occurred, and your knowledge concerning the nature of such purchases.

A. (Answer to Question #8 found on Page 6).

#9 - (General Question) Do you know or can you state any other matter or thing of interest to the parties to this suit or either of them?
If so, please now state it fully and at large with this your answer.

A. Not that I can recall at this time.

#7 - If such conversations dealt with any one or more of the topics named in the preceding question, please state what was said by the aforesaid defendant, in exact words if possible, otherwise in substance.

A. While we were on topic of children, I asked Margie how many children she would like to have. It was then that she told me that she didn't want any children if she could help it and that she didn't intend to have any children if she could prevent it. She went on to tell me about her life and her mother. She said that her mother had brought her up knowing that she (Margie) had been a "mistake". Her mother had told her that she never would have happened if she could have prevented it. All her young life, Margie had been coached with the idea that it

spoiled figures to have babies and aged one before one's time, and that children were nothing but a bother anyway, and she wanted to live her own life without the bother of children. Margie told me that this same attitude was the reason that her mother had never had any more children than Margie--even by her second and third marriages. I remember being quite surprised and upset at the time over Margie's attitude and statements. She also said at this time that she had been brought up in such a way and mann__ that children just never appealed to her so that she felt that she would never like having them.

After the above conversation, which took place in the Statler Hotel dining room, we went upstairs in the Hotel to Margie's and John's room. We continued to discuss the same subject, and Margie asked me what I knew about birth control methods. I told her what I knew about that subject and then she asked for my servives and advice in helping her to select what she would need, and she was very eager to have me do so. She wanted to have all of the directions, instructions, and advice, and I told her what I knew about the subject as I believed that it would be a help to both her and my brother John for the time being only (duration of the War). I did not realize at that time the complete extent of her ulterior motives in obtaining the information about birth control, etc.

#8 - Please state whether you know of any purchases being made by the said defendant on the day of such conversations, if they occurred, and your knowledge concerning the nature of the purchases.

A. I remember distinctly going with Margie later that evening, the day she arrived in Boston, April 19, 1943, after the four of us (my brother and his wife and a brother-officer of my brother's and myself) had had dinner out at the Club that evening, when John stopped at a drug store at Margie's request on our way back into town so that Margie and I could go in and get what she would need. I saw her then and there purchase all the necessary and adequate contraceptives for herself, before she and John went to their hotel.

The above is an accurate transcription of my answers to the respective interrogatories.

Elizabeth M. McNamara

State of New York, County of Clinton, Sct.

I, Catherine L. McCarthy, a Notary Public for the State and County aforesaid, do hereby certify that upon receipt by me of the above interrogatories addressed to me to be propounded to Elizabeth M. McNamara, I, at Plattsburgh, New York, on the 15th day of December, 1944, caused the same to be severally propounded to the said Elizabeth M. McNamara, after first having duly sworn her truly to answer the same, and that the above transcribed answers are the answers given by the said Elizabeth M. McNamara, and that she read the above interrogatories and answers after they were transcribed, and signed the same in my presence.

Witness my hand and Notarial Seal this 15th day of December, 1944.

(NOTARIAL SEAL)

Catherine L. McCarthy

Notary Public.

State of New York Clinton County Clerk's Office ss.

I, WILLIAM A. PAQUETTE, Clerk of the County of Clinton, and of the Supreme and County Courts therein, the same being Courts of Record, DO HEREBY CERTIFY, that Catherine L.McCarthy Esq., whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument thereon written, was at the time of taking such proof or acknowledgment a Notary

Public in and for said County of Clinton, dwelling therein, commissioned, sworn and duly authorized to take the same. And, further, that I am well acquainted with the handwriting of said NOTARY PUBLIC, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine, and that the said instrument is executed and acknowledged according to the laws of this State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the SEAL of the said County and Courts, at the City of Plattsburgh, in said County this 15th day of December 1944.

(COURT SEAL)

W. A. Paquette Clerk

By C. E. Turner, Deputy Clerk.

Filed Dec. 18" 1944

John H. Millington, Plaintiff,

vs.

Margerie L. D. Millington, etc., Defendant.

No. 2434 Divorces.

In the Circuit Court for Anne Arundel County, Md.

Testimony on behalf of the Plaintiff, Dec. 15th, 1944, and 9 Exhibits.

PRESENT:-

John S. Strahorn, Sr.) Solicitors for Plaintiff.

John S. Strahorn, Jr.)

Noah A. Hillman, Guardian ad Litem.

Emanuel Klawans, Examiner.

Juliet D. Strahorn, Court Stenographer.

Order for Testimony December 12th, 1944.

WITNESS:

John Howard Millington, ---------- 2 to 9

John H. Millington, the Plaintiff herein, being first duly sworn, deposes and says:-

(STRAHORN, JR.)

1. Please state your name, title, occupation, and present address and relationship to this case?

A. My name is John Howard Millington, Lt. Comdr. U. S. Navy, present address Care Superintendent U. S. Naval Academy, Annapolis, Md.; I am the Plaintiff in this case.

2. How long have you been a resident of the State of Maryland?

A. Since my graduation in 1939 from the Naval Academy.

3. Since then have you resided any other place in the United States of America?

A. No I have not, I have been on continuous sea duty.

4. Where have you occupied quarters in Annapolis at or about the time of this case?

A. I had an apartment on Conduit street with my wife during the month of July, 1944.

5. Have you ever voted elsewhere or had a bank account elsewhere than Annapolis?

A. No, I have not.

6. Have you had a bank account in Annapolis?

A. Since 1939, yes.

7. State your knowledge of the residence of the defendant in this case just prior to and at the time of the filing of the Bill in this case?

A. Her temporary employment address was Santa Paula, California; her home address 4906 Hub street, Los Angeles-42, California.

8. Has her residence in California continued up to the present time as far as you know?

A. As far as I know it has.

9. Have you ever taken part in a ceremony of marriage?

A. Yes I have.

10. When, where and to whom were you thus married?

A. The ceremony took place in Las Vegas, Nevada, January 30th, 1943, with the Defendant in this case, Margie Loraine Dickinson Millington.

11. By what type of ceremony was it?

A. The ceremony was performed by an ordained Minister in the Episcopal Church.

12. Have you the marriage certificate?

A. Yes, I have it at the Post Graduate School.

Certificate filed as Exam. Exh. 1

13. Is the person described as "Margie" Loranie Dickinson also known as "Margerie"and "Margorie"?

A. Yes she is; I believe she was christened "Margerie" her mother told me she was christened "Margerie".

14. Is she known by the nickname of "Margie"?

A. Yes, always.

15. Were there any pre-marital relations between you and the defendant?

A. No, there were not.

16. When and where was the marriage consummated, or the first marital relations between you and your wife?

A. During Easter week of 1943 in Boston, Mass.

17. Why was it not consummated sooner, at or about the time of the ceremony?

A. Because my wife preferred to delay the consummation, it was at her expressed wish.

18. Will you state the circumstances of the marriage and what happened immediately thereafter within the next day or so?

A. We were married at 8 P.M. in Las Vegas, thereafter we had dinner, and my wife demurred at spending the night with me in Las Vegas. I had to return her to Los Angeles before travelling to the East coast under Navy orders, so we spent the night from 9 P.M. until 7 A.M. driving to Los Angeles We arrived at her mother's home at 7 A.M. and had breakfast with her family. I left Los Angeles about noon that day and travelled to the East coast.

19. From the date of the marriage until July, 1944, for what periods were you and your wife together; and where and for what periods, and what reasons were you apart, not living with each other.

A. We were together about six days over Easter week-end of 1943 in Boston; we were together seven days the last week of August, 1943 in Boston; we were together for seven days in Columbia, Mo. about Febry. 9th to 16th of 1944; we were together four days or Easter _eek-end of 1944 in Annapolis, and about three weeks in July, 1944 while we were together in Annapolis.
We were apart between January, 1943 and February, 1944 because of my sea duty in the Navy; we were apart from February, 1944 until July, 1944 during which period I was on shore duty in Annapolis so she could continue her year of college.

20. During each of the periods of time you have stated you were together did marital relations occur between you and your wife, and during which did they not?

A. Marital relations occurred during Easter week-end of 1943 except the two days in Annapolis of that period, during which two days she refused; relations occurred during the last week of August, 1943; Margie refused to have relations at all during the week of February, 1944; the relations occurred during the four days of Easter, 1944, and relations occurred during the first week or so in July, 1944.

21. On those occasions when they did not occur did she give any valid reasons, or was there any?

A. No, there was no valid reason why we should not have engaged in sexual relations.

22. On the occasion at Columbia, Mo., you have stated she was in college at Columbia, what school was she in?

A. Stephens College.

23. Was she registered in her maiden or married name?

A. She was registered at Stephens College under her maiden name.

24. On the occasion of consummating the marriage, and on later occasions of marital relations did your wife express any reservations about, or impose any conditions upon, such relations?

A. She did not express any reservations but she always employed contra-ceptive equipment.

25. Did you approve of her using such equipment?

A. No. I never approved of such use.

26. What was your attitude as concerned the possibility of your wife bearing children as a result of your marriage?

A. I hoped that we would have children in the normal course of time.

27. Did you and your wife prior to the marriage ever discuss the question of having children?

A. No, we never discussed that question.

28. Did she ever, prior to the marriage, disclose her attitude in that regard?

A. No sir, she never mentioned it.

29. What was your attitude at the time of the marriage with reference to having children?

A. I expected we would have children in this marriage in the normal course of events.

30. You have stated that contra-ceptive methods were used, were they of a type that the woman would use before or after the relations, or of a type that the man would use during the relations?

A. They were of the former type entirely.

31. I understand that you, yourself, did not use any devices of the latter type?

A. That is correct, I did not.

32. When you discovered that your wife desired to use these methods, and was reluctant to have children, what did you believe to be the nature of her attitude in that matter?

A. When I first observed her using contra-ceptive means and methods during the first months of our marriage, I believed that she did so as a temporary measure, she believed that she was yet too young to start a family, but I believed, with the passage of time, she would come to agree with me to have children.

33. Did anything subsequently happen to persuade you that her attitude was not thus temporary in the matter?

A. Yes. When she finally came to live with me in Annapolis in July, 1944 we discussed the matter, and it was then that she first expressed her permanent intention not to bear children.

34. Can you describe any statements that she made in exact words or in substance, thus informing you of the permanent nature of such attitude?

A. The substance of what she said was this, - that she did not want children did not like

children, had never looked forward to the prospect of carrying her children, and had a resolve of long standing never to be bothered with them herself.

35. Upon your thus learning that her attitude was permanent what did you then do?

A. After three or four days discussion of the matter, at the end of which time I became convinced of her permanent, unchangeable intention not to have children, I removed my clothing from the bedroom and slept, from then on, on a couch in the living room; that removal occurred about the 12th of July, 1944.

36. Have you since then had any marital relations with the defendant, or condoned, or done anything else to condone or ratify her concealment from you of her attitude in the matter?

A. No, I have not.

37. Would you have married the defendant in this ease had you known then of such determination on her part never to have children?

A. No, I would not.

38. What is the age of the defendant?

A. 18 years January 25th, 1944.

39. What is your age?

A. 29 years.

40. When did the defendant leave Maryland for California?

A. She left July 29th, 1944.

41. What did she do in the meantime between July 12th and July 29th?

A. About July 20th she left Annapolis first to visit in Norfolk, Va. and then to visit in New York city. She returned to Annapolis about July 26th bringing with her three friends who stayed at the apartment until she left July 29th.

42. How did you treat your wife during the time you were married to her?

A. I have always attempted to treat her with the greatest of kindness and generosity, I have always been true and faithful to my wife.

43. Did you give her any cause to refuse marital relations, or to leave your bed and board?

A. No sir, I never gave any such cause.

44. Is there any hope of a reconciliation between you and your wife?

A. I believe not. In a letter I wrote her on or about September 8th, 1944, I attempted to arrange for a reconciliation and I never received a direct answer from her.

45. I show you the following correspondence:-

1. A copy of a letter from you to your wife dated September 8th, 1944 marked Exhibit A.

2. A letter from a lawyer named Walter B. Egerman, Los Angeles, Cal. addressed to you, dated Sept. 25th, 1944, marked Exhibit B.

3. A letter from the same lawyer to you dated Oct. 16th, 1944, marked Exhibit C.

4. A copy of a letter from you to the said lawyer dated Oct. 21, 1944 marked Exhibit D.

5. A letter from the same lawyer to you dated Oct. 23, 1944, marked Exhibit E.

6. A letter from your wife to you dated October 23, 1944, marked Exhibit F.

7. A carbon copy (intended for your attorneys) of a letter from the same lawyer to you dated October 26th, 1944 marked Exhibit G.

8. A carbon copy of a type written letter from you to your wife dated October 27th, 1944, and marked Exhibit H.

I ask you whether you recognize those respective letters as being copies of letters pur-

portedly sent by you and letters received by you as the case may be?

A. Yes, I recognize these letters, they are correspondence in this case and all bear directly upon it.

46. What did you do with that file of letters after receiving them?

A. I submitted these letters and copies to my lawyers in this case.

47. Will you state briefly the nature of your financial expenditures on your wife from the time of the marriage up to now?

A. During the period from January 30th, 1943 to July 29th, 1944 I expended approximately $3600 of my money on her behalf.

48. Who paid her expenses for attending college after the marriage?

A. I paid all of her expenses at college as part of this $3600.

49. Will you state any incident or incidents which may have happened since the marriage which may bear upon your wife's attitude in marrying you?

A. On the last night of our honeymoon of Easter, 1943, I expressed my disappointment at her conduct and her attitude during our honeymoon, and told her that she left me with the unhappy feeling that her affections were not centered on this marriage. It was then about 11 P.M., she commenced to dress and said she desired to go out to take a walk and thing about that problem. I started to dress to go with her but she insisted she wanted to be alone. About two o'clock the telephone rang and it was Margie calling me from the home of strangers about twenty miles away. She had met a lady and her husband in the lobby of out Hotel, the Statler, in Boston, and had told them her worries, she had never previously met that couple. They invited her to their home for the night, so she went with them. About the time Margie called me, about 2 A.M., she, and also the lady of the house, invited me to come down for a bacon and egg, I think it was. I replied that it was too late that I had to work on the succeeding day.

About the 1st of August, 1943 I found that I would probably be ashore in Boston for the last week of August, 1943, although up to that time since May, 1943, I had been continuously at sea, and I wrote Margie who was then in Los Angeles, to meet me in Boston for that last week of August. She replied by letter that it would be inconvenient for her to make the trip at that time. I wrote her several letters immediately thereafter imploring her to come to Boston for that last week of August which she finally did.

Subsequent to that week in August, 1943, I was at sea continuously until February 9th, 1944. I arrived in the United States in San Francisco and proceeded to spend the night with Margie's family in Los Angeles, and then proceeded directly to Columbia, Mo. planning to spend two weeks leave with Margie. I was there but one week during which time she refused entirely to have marital relations, and without any practical reasons.

I agreed to her remaining in College from February through May of 1944 to complete her college year but expected her to come to Annapolis at the end of the college year to live with me. Directly after Easter of 1944 she wrote and said instead of coming directly to Annapolis at the end of the college year of Stephens College, she desired to spend an additional two months away from me to go to the Summer session of the Pasadena Play House, a dramatic school of Pasadena, California. I wrote her and demurred strongly at her suggestion of spending an additional two months away from me. She finally agreed to come to Annapolis after her college year was completed.

50. From correspondence you had with her while you were at sea what impression did you get

of her attitude toward your marriage?

A. Her letters left me with the unhappy feeling that she was not very much concerned with my affections or with the marriage itself.

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

A. No.

John Howard Millington

There being no other witnesses to be called on behalf of the Plaintiff, at this time, and no further testimony desired on his behalf, this testimony is now closed, and, at request of Plaintiff's Solicitor, is returned to the Court.

Witness my hand and seal this 19th day of December, 1944.

Emanuel Klawans (SEAL)

Examiner.

Filed Dec. 19" 1944.

Marriage Certificate EXAMS. EXH. 1 79370

STATE OF NEVADA, COUNTY OF CLARK, SS.

THIS IS TO CERTIFY that the undersigned F. C. Carpenter did on the 30th day of January A.D. 1943 join in lawful Wedlock John Howard Millington of Burlington State of Vermont and Marjorie Loraine Dickinson of Los Angeles State of California with their mutual consent, in the presence of Mildred Stewart and Halley Stewart who were witnesses.

Mildred Stewart

Halley Stewart

Witnesses.

F. C. Carpenter, Pastor Bx. 1189

Community Church

(Sign this in official capacity).

Plaintiff's Exhibits A-B-C-D-E-F-G-H, being letters and copies of letters filed with Testimony of Plaintiff. Filed with Examiner Dec. 15, 1944, E. Klawans, Examiner.

Mrs. Margie D. Millington

4906 Hub Street,

Los Angeles, California

September 8, 1944

Dear Margie:-

This letter comes as a last attempt to smooth out our differences before I go to Law for relief from an alliance which apparently is destined to failure as regards happiness for the two of us.

In order to know for sure just what I should do, I need your final decisions and answers to the following questions. I will try to be entirely explicit.

First, though I did not know it at the time though I have heard you so state several times since our marriage, it has long been your intention, both before and during marriage, never to have any children. Will you abandon that intention now, and plan with me to have children whenever nature allows us to start our family?

Second, Always and continuously during our marriage, and despite my many protests and pleas to the contrary, you have insisted on using mechanical and chemical contraceptives to deny the possibility of our having children. Despite this insistence on your part, I have continued relations with you, coupled with frequent entreaties, in the hope that I could pursuade you to cease this practise. It now appears after these many months that you are adamant in your intention to deny us the natural possibility of having children. However, I ask you again now,

will you give up the use of contraceptives and allow us the possibility of having children?

It is true that I have not seen you too frequently since our marriage, and some of the times I have been in the States have not been perfectly convenient for you to travel and join me for what would have been short visits. Now, it still does seem fair to me that as long as I am supporting you and paying your expenses, including travel, that you should come and join me whenever my wartime duties make possible. Also, on occasion, such as during my visit to your college this last February, you have refused entirely to engage in relations with me. I ask you again now, will you cease denials which are not based on causes of nature, and assume your normal wifely functions?

Also, six weeks ago you voluntarily and deliberately left my (bed and) board and departed Annapolis for the West Coast, where you have persisted in remaining ever since, despite my objections. Will you now return and take up your permanent residence with me?

I ask you to consider that your answers determine the outcome of our marriage.

Walter E. Egerman Attorney at Law 609 South Grand Avenue, Suite 1100

Los Angeles, 14, California TRinity 2869

September 25, 1944

Lt. Comdr. J. H. Millington
U.S.N.A., Post Graduate CA
Anapolis, Maryland

Dear Sir:

Your wife, Mrs. Marjorie Millington, has consulted me relative to a divorce and property settlement agreement between herself and you.

I have advised her not to sign any statements such as have been suggested by you; and that she is entitled to sue for a divorce here in California on the ground of mental cruelty.

With reference to a property settlement, I have advised that if you paid her the sum of $75.00 per month for a period of one year, this would not be an unreasonable demand -- in fact, a very modest one, in addition to which, you should also pay attorney's fees and costs. If it were a default action, I would charge the total sum of $140.00.

If such a proposed property settlement agreement is satisfactory to you, please indicate same and I will prepare the necessary papers. There would be no other expense in the matter.

Thanking you for your very prompt reply, I remain,

Very truly yours,

WEE:SG

Walter E. Egerman

October 16, 1944.

Lt. Comdr. J. H. Millington
U.S.N.A. Post Graduate CA
Anapolis, Maryland

Dear Sir:

Since writing you on September 24, 1944, I have not heard from you.

Will you kindly communicate with me so that we may proceed with formal action.

Respectfully yours,

WEE: SG

Walter E. Egerman

October 21, 1944

W. E. Egerman Attorney at Law
609 So. Grand Ave. Los Angeles, Calif.

Dear Sir:

In answer to your letter of Sept. 25, 1944, on behalf of my wife, upon the advice of my attorneys I hand you herewith a copy of the published Order of Publication in this case.

Respectfully,

John H. Millington

Lt. Comdr. U.S.N.

October 23, 1944.

Lt. Comdr. J. H. Millington
U.S.N.A. Post Graduate CA
Anapolis, Maryland.

Dear Sir:

I have again spoken to Mrs. Millington since writing you my last letter of October 16, 1944, and she has given me the further information that you gave her $40.00 in September 1944 and a small sum of money towards her transportation. Since that time, you have not forwarded to her any money whatsoever.

Therefore, I must make demand upon you that you either complete the proposed property settlement agreement, or if such proposed property settlement agreement is unsatisfactory, that pending any action, that you immediately arrange to send her a minimum amount of $75.00 per month as and for an allotment.

If this is not done, I will be forced to communicate with your Commanding Officer concerning your failure to support your wife.

Very truly yours,

WEE:SG Walter E. Egerman

October 23, 1944 Monday afternoon

Dear John:

I have been thinking about our problem for quite awhile now, and I hope that you will agree with me in the fact that it would be a much better situation if we could only decide our course of conduct outside of court and free from the interference of others not concerned.

John, I don't want to take any advantages; and I don't want you to take any from me either. Isn't that our main difficulty?

You are perfectly welcome to keep the flat-iron until March, because as far as I know, I shall not be needing it before that time. Also, I hope that you have been able to locate the hats which I believe I left in Mrs. Owens apartment. Please ask me whatever you wish me to do. I hope sincerely that we can do things in this manner through a friendly correspondence.

You must feel as do I, that it would be better to keep our marital business quiet and to ourselves. Please write, John, and let me hear your opinions on the matter.

Hoping to hear from you soon, I remain,

Yours very truly,

Margie

Please write to me c/o 4906 Hub Street; Los Angeles-42. Thank you, John, for everything that

you have done for me; and I'm wishing for the best for us at this time.

October 26, 1944

Lt. Comdr. J. H. Millington USN
U.S.N.A., Post Graduate School
Annapolis, Maryland

Re: Millington v. Millington.

Dear Sir:

Thank you very much for your letter of October 21, 1944, together with the enclosed notice of publication concerning annulment action No. 2434 in the Maryland Court between yourself and Mrs. Millington.

I am enclosing a copy of this letter to you so that you can forward the same to your attorneys since they are unknown to me, and in which you will all please take notice that your purported action for annulment in Maryland is a nullity and needs no appearance or answer on my client's behalf, and regardless if your action is completed, whatever judgment you obtain will be of no force or effect since your wife is the innocent spouse and she takes with her the domicile of the marriage status. Your wife is a bona fide resident of the State of California, and any action for annulment or divorce must be brought here.

In addition, from letters in her possession, it is quite evident in your action for annulment on the basis of fraud on the ground that she had a fixed and irrevocable determination never to bear your children is absolutely untrue and can be proven at any time, and I have advised Mrs. Millington that no action of annulment can be had either by her or by you and that the action must be one of divorce and must be brought eventually in the State of California and by her alone since she is the injured and innocent spouse.

You will therefore again please take notice of my demand contained in my letter to you of October 23, 1944, and commence to make monthly payments for your wife's support.

Very truly yours,

W. E. G.

WALTER E. EGERMAN

WEE:SG

cc to: Mrs. M. Millington.

UNITED STATES NAVAL ACADEMY
POSTGRADUATE SCHOOL Annapolis, Md. October 27, 1944.

Mrs. Margie L.D.Millington
4906 Hub Street
Los Angeles, California

Margie:-

Your letter of 23 October, 1944, received and noted with considerable interest, and surprise.

I am sorry that you could not have agreed with me earlier, when I wrote you about eight weeks ago, stating that I considered any publicity undesirable, and that we could avoid it all if you (as you stated you would do, before you left here in July) would facilitate matters. Your unexpected reply through your lawyer left me no alternative but to advertise the suit for annulment in the local paper every week for one month, stating publicly all the embarrassing details; and your lawyer has by now received a copy of the publicised order of publication. Due to your action the worst has already occurred.

I do not understand your reasoning in the paragraph of your letter which refers to neither of us taking advantage of the other. I feel that for a total of forty days or less of married

life I had from you, you have already received disproportionate sums of money and support from me. I have records to account for almost all of about $3800. I have given you. I believe that you returned $270. or less to me in the way of deposits to my Bank Account during the six months I was out of the United States.

That means that during about eighteen months of marriage prior to your final, voluntary, and un-called for departure from here and from me, you received about $200. a month from me, so that you are already far ahead of the game.

And that is irrespective of the fact that (to my mind) you were a deplorably bad wife, in details of which I will now list a few items:

1. The day we were married you demurred at spending the night with me in Las Vegas, Nevada, where we were married, so in deference to your wishes we spent the night driving back to your home in Los Angeles, Calif., where we arrived about 7:00 A.M., though you well knew that I had to leave about noon in compliance with my official navy orders.

2. During our consequent honeymoon of Easter, 1943, in Boston, Massachusetts, and ever afterward, you refused to have normal sexual relations, and insisted upon and persisted in using mechanical and chemical means of preventing conception.

3. You not only refused to have children now, but also refused ever to entertain the idea of having children. And despite my hopes that time and consideration would alter your feelings, and my constant entreaties, you persisted in that intention to the day you quit.

4. You failed to communicate that intention to me before our marriage; and left me to find it outt for myself, up until our final discussions of that matter just prior to your final departure, when you finally convinced me of your irrevocable determination to defeat and deny the purposes of marriage.

5. You intermittently and capriciously refused to have sexual relations with me, at times when physical reasons did not prevent. I cite two days of our honeymoon during Easter, 1943, while we were visiting friends in Annapolis, and the entire seven days while I visited you in Columvia, Missouri, in February, 1944, on my return from several months at sea.

6. It took repeated pleas and requests from me to induce you to come live with me for the one available week in August, 1943, that I was able to be in the United States, even though that was only the second time after our marriage we could have lived together, and even though you knew that I was about to go out into the Pacific War Zone for several months at least, and perhaps never to return.

7. I accepted your desire to finish your college year this last spring, and awaited your arrival here to live with me, and made all preparations to house and support you. But even before your college year was over, you had proposed to spend an additional two months away from me, out of my few remaining months of shore duty, to go to a west-coast dramatic school. You nearly broke us up with that, but I determined to try again with you.

8. During my long months at sea, you never wrote me the affectionate or encouraging letters a husband hopes for, though I frequently wrote and entreated you to do so.
You left me with the unhappy and discouraging feeling that I would encounter on my return just exactly the cold and impersonal greeting that I suffered at your hands.

9. You failed ever to get and send me items I requested and needed, not available where I was, that would have cost you a maximum of $20.

10. You several times embarrassed me by not making the deposits at my bank that I asked

and expected of you, even though you were then receiving an allotment of $250. a month from me, with the result that several of my checks "Bounced"; and on my return to the States I had to borrow money to get across the country to my new duty station at the Naval Academy.

11. In these and many other ways you left me to feel that I could never count on you, or on any desire or intention on your part to please, encourage, and assist me.

In view of all the foregoing I would naturally not be disposed to provide you any further with funds, especially since you left me voluntarily, deliberately and against my wishes, and without justifiable cause after only three weeks together of semi-permanent family life; and further especially since you stated on departure that you appreciated deeply all that I had done for you and that you realized you were relinquishing any further claim on me, said that you would ask for nothing more, and stated that you would facilitate any legal action I saw fit to undertake to sever our marriage.

What I am leading up to is this: if anyone has been taken advantage of it is I. There is evidence that you married me solely to take advantage of my income; and that is certainly borne out by a recent letter to me from your lawyer, which letter made no mention of the rights or wrongs of the case, but stated by inference that either I must satisfy your demand for $1040. additional now, or else you will interfere with my suit for annulment.

Through many unhappy months at sea, and subsequently, you left me to suffer from the feeling that you had no personal concern for me, no love for me, and no desire to be living with me as I desired to be with you. Certainly you stayed away from me from March through June inclusive of this year while you could have been with me, and proposed to stay away another two months for the summer session at the Pasadena Playhouse.

Consequently, I feel (particularly since your letter makes no mention of personal concern or affection) that the only reason for your writing me now about our affairs is your desire to get some more money from me, and your belief that the law may put you in the position to do so, even though you have no claim on me and acknowledged on departure that you relinquished any. Though you have no desire now to live with me, and though I now feel ample reason to believe that you never did have that aim in marriage of living with me, I can only infer from your Lawyer's letter that you propose to interfere with my suit, not because you want in any way to preserve the marriage but rather to coerce me into additional payments to avoid your interference.

Before you left here wi discussed the matter of an annulment of our marriage, and I told you then [illegible] that you would be in a position to cause me considerable embarrassment in contesting my suit if you desired to do so, as it would inevitably result in publicity; but that I hoped you would appreciate all that I had done for you, and would reciprocate by allowing me a clean break at least.

I trusted that since our affairs had come to a separation, you would display enough of a fine spirit to return at least the engagement and wedding rings, and certainly would hold it unthinkable to demand further funds after having left me deliberately and without justifiable cause. But, on your return to the West Coast you apparently reflected that the law perhaps would enable you to demand additional funds from me, the justice of the case notwithstanding. Now, through your lawyer, you attempt to coerce and embarrass me by saying that if I do not continue to pay you, you will take mean advantage of the situation of a Naval Officer's professional reputation and write my commanding Officer that I an not supporting you.

I condemn myself deeply for not having made the effort to know you better before we were married. Certainly at that time I had the highest possible regard for you and felt that I had trust and confidence in you. Certainly you had then given me no reason to know or suspect that you had no desire, or even intention alone, to fulfil your wifely functions.

I do not believe that it has yet occured to you, just to what great extent you failed to carry your share of the duties of marriage. You received all the advantages, and only rarely gave any return whatscever; and once we started living together semi-permanently (and at that, five months after my return to the United States for twelve month's school), you rebelled within three weeks at my asking that you carry your share and your responsibilities, and quit: forgetting or ignoring entirely the responsibility, duty, and gratitude you might have owed me for the many months I had kept you amply supplied with funds and presents with no reward whatsoever.

And now, even though during our period of marriage we spent all my savings, and all my income, and left me $300. in debt at the time you quit, you are asking for more money, always more money, before you will leave me free, as I certainly deserve to be, of such a thoroughly unsatisfactory marriage.

This, then, is my answer to your letter. I feel that you have no further claim whatsoever on me, and trust that in all fairness you will not impede my justifiable action for an annulment.

John H. Millington

Filed Dec. 19" 1944.

John H. Millington, Plaintiff
vs.
Margerie Loraine Dickinson Millington
otherwise known as Margerie Loraine Dickinson,
Defendant

No. 2434 Divorces
In the Circuit Court
for
Anne Arundel County,
Maryland.

DECREE OF ANNULLMENT

This cause having been presented in due course for final decree, and it appearing from the record that the defendant was duly summoned by publication, and also that she and her counsel in California were actually notified of the pendency of this suit and furnished with a copy of the bill of complaint, and that the defendant nevertheless failed or refused to defend the same, and the proceedings having been carefully read and considered.

It is thereupon, this twenty-second day of December, 1944, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED, that, for the reasons alleged in the bill of complaint and supported by the undisputed testimony in the case and the law applicable thereto, the marriage of the parties to this cause, as mentioned in the proceedings, be, and the same is hereby, annulled.

And it is further ORDERED that the Plaintiff pay the costs of this suit.

Ridgely P. Melvin,
C.J.

Filed December 22" 1944.

In the Matter of the Sale of the Mortgaged : No. 7758 Equity
Real Estate of Thomas M. Benson and Mary P. : In the Circuit Court for
Benson his wife Ruth B. Duvall and Reverdy : Anne Arundel County.
B. Duvall her husband.

MORTGAGE

THIS MORTGAGE, Made this 7th day of February in the year nineteen hundred and thirty by and between Thomas M. Benson and Mary P. Benson his wife, Ruth B. Duvall and Reverdy B. Duvall her husband Mortgagors of Anne Arundel County in the State of Maryland, of the first part, and J. Leo Mueller, Jr., and Ambrose Vogt Trustees of the Estate of John Leo Mueller, deceased, Mortgagees, of the second part.

WHEREAS the said Mortgagors are justly indebted unto the said mortgagees in the full and just sum of Twenty-one Hundred Dolllars which sum the said Mortgagors hereby covenant and agree to repay to the said Mortgagees two years from the date hereof, with interest thereon at the rate of six per centum per annum, payable semi-annually. AND

WHEREAS it was a condition precedent to the making of said loan that these presents be executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagees their heirs and assigns, in fee simple, all those three lots or parcels of ground situate and lying in Anne Arundel County, aforesaid, and described as follows:

No. 1 All those two tracts or parcels of land which were granted and conveyed by Oregon B. Benson, widower, unto Thomas M. Benson and Mary P. Benson his wife, by deed dated January 6th., 1905 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 39 folio 417 etc., saving and excepting therefrom those portions thereof heretofore conveyed by the said Thomas M. Benson and wife. The residue of said two tracts aggregating nineteen acres of land more or less.

No. 2 BEGINNING for the same at a point in the centre of the Jumpers Hole Road and running thence north 88 degrees 5 minutes east 15 feet to a stake planted in the divisional line between the property hereby conveyed and the property of Thomas M. Benson, party of the first part, and thence running from said stake north 88 degrees five minutes east 167.55 feet to the property of the old Johnson Cemetery, thence binding on the divisional line between the lot hereby conveyed and the said cemetery lot north 1 degrees east 90 feet to the divisional line between the lot hereby conveyed and lot No. 6 as laid down on the plat of the property of the said Thomas M. Benson made by Edward Hall Jr., surveyor, in December 1926 thence binding on the divisional line between the lot hereby conveyed and said lot No. 6 and running north 83 degrees 47 minutes west to the centre of said Jumpers Hole Road 191.05 feet, thence running south 1 degrees west 116.1 feet to the point of beginning. Being known as Lot No. 7 as laid out on the aforementioned plat.

Being the same property by deed dated December 20th., 1926 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 8 folio 174 etc., from Thomas M. Benson and wife, to Ruth Benson Duvall.

3. Being all that lot of ground and premises known as lot No. 6 by deed recorded immediately prior hereto among the Land Records of Anne Arundel County. Being known as Lot No. 6 as laid out on the aforementioned plat.

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 Mortgagees their heirs and assigns, forever, in fee simple.

PROVIDED, that if the said Mortgagors their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of twenty-one 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 they shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors for themselves their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagees their personal representatives or assigns, or Ambrose Vogt 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 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 Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees their personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commissions the said Mortgagors for themselves their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees their personal representatives or assigns, or Ambrose Vogt their said Attorney, shall not be required

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

AND the said Mortgagors for themselves their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-one 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 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:

Eva E. Scrimger

Thos. M. Benson (SEAL)
Mary P. Benson (SEAL)
Ruth B. Duvall (SEAL)
Reverdy B.Duvall (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, that on this 7th day of February in the year nineteen hundred and thirty before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Thomas M. Benson and Mary P. Benson his wife, Ruth B. Duvall and Reverdy B. Duvall her husband the Mortgagors named in the aforegoing Mortgage, and severally acknowledged the aforegoing Mortgage to be their act. At the same time also appeared J. Leo Mueller, Jr., and Ambrose Vogt the Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Eva E. Scrimger
Notary Public.

Filed Feby. 8" 1939.

ASSIGNMENT.

THIS DEED, Made this 30th day of August, in the year one thousand nine hundred and thirty-eight, by and between JOHN LEO MUELLER, JR. Surviving Trustee of the Estate of John Leo Mueller, deceased, party of the first part; and MARY A. KING, PHILIP CHARLES MUELLER, FRANCIS A. PALARDY, JOHN LEO MUELLER, JR., MARY LYDIA FINN and MARY CATHERINE MUELLER, parties of the second part.

WHEREAS, - by Decree of the Circuit Court of Baltimore City, in the matter of the Estate of John Leo Mueller, deceased, passed on the 28th day of September, 1937, it was adjudged, ordered and decreed that the rest and residue and remainder of the Estate of John Leo Mueller, deceased, be divided into six equal parts or shares, and each of said equal parts or shares to be paid unto the parties of the second part hereto, as provided in Item Twelve of said Last Will and Testament of the said John Leo Mueller, deceased, dated the 2nd day of July 1923, and now of record in the Office of the Register of Wills for Baltimore City in Wills Liber E.R.D. No. 145, folio 447, etc.; and

WHEREAS, - by said Decree, the papers in the above mentioned case were referred to one of the Auditors of the Circuit Court of Baltimore City for the purpose of stating an account and

distributing said rest and residue of the estate of the said John Leo Mueller in accordance with the terms and provisions of said Last Will and Testament of John Leo Mueller, deceased, and in accordance with the terms and provisions of the Decree, and which Account and Audit was duly stated, was filed among said proceedings in the matter of the estate of John Leo Mueller, deceased, and finally ratified and confirmed by said Court on the 25th day of January, 1938; and

WHEREAS, - as by reference to said Auditor's Account will more particularly and at large appear, by its terms there was distributed an undivided one-sixth interest unto each of the parties of the second part hereto in and to the property, real and personal, hereinafter described, and for the purpose of transferring the title to the said parties of the second part to said property, and in accordance with the respective interests of the said parties of the second part, this Deed is made.

NOW, THEREFORE, THIS DEED WITNESSETH, That in consideration of the sum of One Dollar ($1.00), the said JOHN LEO MUELLER, Jr., Surviving Trustee of the Estate of John Leo Mueller deceased, by virtue and in pursuance of the Decree of the Circuit Court of Baltimore City, and further by virtue of and in accordance with an agreement, Dated the 11th day of December, 1937, entered into by and between the parties to these presents, and filed in the proceedings hereinbefore referred to in the said Circuit Court of Baltimore City, does hereby grant, assign and convey an undivided one-sixth interest unto each of the parties of the second part hereto, and their respective heirs, personal representatives and assigns, in and to the following described property:

FIRST: A fee simple lot of ground known as No. 209 Longwood Road, Baltimore City, and being the first lot of ground more fully and particularly described in a deed dated October 31, 1932, and recorded among the Land Records of Baltimore City in Liber S.C.L. No. 5344, folio 268, from The Mueller Construction Company to J. Leo Mueller, Jr., and Ambrose Vogt, Trustees of the Estate of J. Leo Mueller, deceased.

SECOND: A fee simple lot of ground known as No. 4905 Roland Avenue, Baltimore City, and being the second lot of ground more fully and particularly described in a deed dated October 31, 1932, and recorded among the Land Records of Baltimore City in Liber S.C.L. No. 5344, folio 268, from The Mueller Construction Company to J. Leo Mueller, Jr. and Ambrose Vogt, Trustees of the Estate of J. Leo Mueller, deceased.

THIRD: Reversionary interest and annual ground rent issuing and payable out of property No. 1459 Stephenson Street, Baltimore City, which is more fully and particularly described in a deed dated March 14, 1931, and recorded among the Land Records of Baltimore City in Liber S. C. L. No. 5203, folio 352, from George C. Bienlein and wife to Ambrose Vogt and J. Leo Mueller, Jr., Trustees of the Estate of J. Leo Mueller, deceased.

FOURTH: Mortgage from John C. Vogt et al, dated March 31, 1934, and recorded among the Land Records of Baltimore County in Liber C.W.B. Jr. No. 927, folio 340, covering property situate in Baltimore County, Maryland, made to secure the sum of Eight Hundred Dollars ($800.00) upon which there is now due and owing the sum of Six Hundred Fifty-seven Dollars and Fifty Cents ($657.50).

FIFTH: Mortgage from Thomas M. Benson et al, dated February 7, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 63, folio 217, covering property situate on the east side of Jumpers Hole Road, Elvaton, Anne Arundel County, Maryland, made

to secure the sum of Twenty-one Hundred Dollars ($2,100.00), upon which there is now due and owing the sum of Twenty-one Hundred Dollars ($2,100.00).

SIXTH: Mortgage from C. Lowndes Hoblitzell et al, to The Mueller Construction Comapny, dated September 14, 1927, and recorded among the Land Records of Baltimore City in Liber S.C.L. No. 4789, folio 84, which said mortgage was assigned on September 14, 1930, and recorded among the Land Records of Baltimore City in Liber S.C.L. No. 4789, folio 86, by The Mueller Construction Company to Ambrose Vogt and J. Leo Mueller, Jr., Trustees of the Estate of J. Leo Mueller, deceased, covering property No. 3519 North Calvert Street, Baltimore City, made to secure the sum of Twenty-four Hundred Fifty Dollars ($2,450.00), upon which there is now due and owing the sum of Thirteen Hundred Dollars ($1,300.00).

TOGETHER, with the buildings thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages, thereto belonging, or in any wise appertaining.

TO HAVE AND TO HOLD, the above described property, as to an undivided one-sixth interest therein, unto each of the said MARY A. KING, PHILIP CHARLES MUELLER, FRANCIS A. PALARDY, JOHN LEO MUELLER, JR. MARY LYDIA FINN and MARY CATHERINE MUELLER, respectively, and unto each of their heirs, personal representatives and assigns, forever.

AS WITNESS the hand and seal of said grantor.

TEST: JOHN LEO MUELLER, JR. (SEAL)

SOPHIA RAKOWSKI Surviving Trustee of the Estate of John Leo Mueller, deceased.

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:-

I HEREBY CERTIFY, that on this 30th day of August, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John Leo Mueller, Jr., Surviving Trustee of the Estate of John Leo Mueller, deceased, and he acknowledged the foregoing Deed to be his act.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) SOPHIA RAKOWSKI

RECORDED OCTOBER 5, 1938 at 12-30 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the foregoing Deed was truly taken and copied from Liber F. A. M. No. 189, folio 197, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 2nd day of February, A.D. 1939.

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

Filed Feby. 8" 1939.

STATEMENT OF MORTGAGE DEBT

In the Matter of the Sale of Mortgaged Real Estate of Thomas M. Benson, et al, John Leo Mueller, Jr., etc., Assignees, vs. Thomas M. Benson, et al

No. 7758 Equity
In the Circuit Court for
Anne Arundel County.

Statement of Mortgage Claim of John Leo Mueller, Jr., etc., Assignees, under the mortgage from Thomas M. Benson, et al, to John Leo Mueller, Jr. Trustee, et al, dated February 7th,

1930, and recorded among the Land Records of Anne Arundel County No. F. S. R. No. 63 folio 217.

To Mortgage	$2200.00
" Interest	443.50
	$2643.50

John Leo Mueller, Jr., Assignee.

STATE OF MARYLAND CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 24th day of March, in the year one thousand nine hundred and thirty-nine, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared JOHN LEO MUELLER, JR., one of the Assignees of the above mortgage, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Katherine V. Smith

(NOTARIAL SEAL) Notary Public.

Filed March 24th, 1939.

BOND.

In the Circuit Court of Anne Arundel County STATE OF MARYLAND

In the matter of the sale of mortgaged real estate of Thomas M. Benson, et al — Bond of John Leo Mueller, Jr. etc To Sell Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John Leo Mueller, Jr., Mary A. King, Phillip Charles Mueller, Francis A. Palardy, Mary Lydia Finn and Mary Catherine Mueller, Assignees as Principals, 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 Three Thousand and 00/100 DOLLARS Dollars ($3000.00), 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, jountly and severally, firmly by these presents.

Sealed with our seals and dated this 24th day of March, in the year of our Lord, nineteen hundred and thirty-nine.

WHEREAS, the above bounden John Leo Mueller, Jr., Mary A. King, Phillip Charles Mueller, Francis A. Palardy, Mary Lydia Finn and Mary Catherine Mueller, Assignees by virtue of the power contained in a mortgage from Thomas M. Benson et al to John Leo Mueller, Jr. surviving Trustee of the Estate of John Leo Mueller bearing date the 7th day of February, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 63 Folio 217 and John Leo Mueller, Jr. Mary A. King, Phillip Charles Mueller, Francis A. Palardy, Mary Lydia Finn and Mary Catherine Mueller, Assignees is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden John Leo Mueller, Jr. Mary A. King, Phillip Charles Mueller, Francis A. Palardy, Mary Lydia Finn and Mary Catherine Mueller, Assignees do and shall well and truly and faithfully perform the trust reposed in them under the mortgage aforesaid, and shall abide by and fulfill any order or decree

which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of
Howard J. Palardy

John Leo Mueller Jr. (SEAL)
Phillip Charles Mueller (SEAL)
Mary A. King (SEAL)
Frances A. Palardy (SEAL)
Mary Catherine Mueller (SEAL)
Mary Lydia Finn (SEAL)

Charles E. Shields (CORPORATE SEAL) UNITED STATES FIDELITY AND GUARANTY COMPANY
Witness to Surety
By Howard J. McNamara
Attorney-in-fact.

Filed March 24th, 1939.

REPORT OF SALE.

In the Matter of the Sale of Mortgaged Real Estate of Thomas M. Benson, et al.
Mary A. King, Phillip Charles Mueller, Frances A. Palardy, John Leo Mueller, Jr., Mary Lydia Finn, Mary Catherine Mueller, ASSIGNEES,
VS.
THOMAS M. BENSON, ET AL

No. 7758 Equity
In the Circuit Court
of
Anne Arundel County

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Mary A. King, Phillip Charles Mueller, Frances A. Palardy, John Leo Mueller, Jr., Mary Lydia Finn and Mary Catherine Mueller, Assignees, respectfully shows:

That after giving bond with security for the faithful discharge of the trust reposed in them which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisement inserted in "MARYLAND GAZETTE" (a copy of which advertisement is annexed hereto) a newspaper published in Anne Arundel County for more than twenty days preceding the day of sale, and also by advertisement inserted in "THE SUN", said Assignees did, pursuant to said notice, on Monday, the 27th day of March, 1939, at 3 o'clock, P.M. attend on the premises and then and there sold all those three lots of ground fully described in said advertisement (which is made a part hereof) and mortgage filed herein, to John C. Vogt, for the sum of Fifteen Hundred ($1500.00) Dollars, he being then and there the highest bidder therefor.

That said sale was fairly made; the said mortgage being in default at the time of sale and at the time of first advertisement. The property is in fee simple. Terms of sale being for cash.

Witness as to all
John A. Meyer
Katherine V. Smith

Philip Charles Mueller
Maymie A. King
Frances A. Palardy
Mary Catherine Mueller
John Leo Mueller, Jr.
Mary Lydia Finn

STATE OF MARYLAND CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 4th day of April, in the year one thousand nine hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for

Baltimore City aforesaid, personally appeared JOHN LEO MUELLER, JR., one of the within Assignees, 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 was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Katherine V. Smith

Notary Public.

Filed April 8" 1939

John A. Meyer, Solicitor, 111 N. Charles St., Baltimore, Md.

ASSIGNEES' SALE OF VALUABLE FEE-SIMPLE PROPERTY at Elvaton, Md., on Jumper's Hole Road.

By virtue of the power and authority contained in a mortgage from Thomas M. Benson and Mary P. Benson, his wife; Ruth B. Duvall and Reverdy B. Duvall, her husband, dated the 7th day of February, 1930, to J. Leo Mueller, Jr., and Ambrose Vogt, trustees of the estate of John Leo Mueller, deceased, recorded among the Land Records of Anne Arundel County, Maryland, in Liber F. S. R. No. 63, folio 217, etc. duly assigned to Mary A. King, Phillip Charles Mueller,Frances A. Palardy, John Leo Mueller, Jr., Mary Lydia Finn and Mary Catherine Mueller, default having occurred, the undersigned assignees will sell at public auction, on the premises, on Monday March 27, 1939, at 3 0'clock P.M., all those three lots of ground in Anne Arundel County described as follows:

No. 1. All those two tracts or parcels of land which were granted and conveyed by Oregon B. Benson, widower, unto Thomas M. Benson and Mary P. Benson, his wife, by deed dated January 6, 1905, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 39, folio 417, etc., saving and excepting therefrom those portions thereof heretofore conveyed by the said Thomas M. Benson and wife. The residue of said two tracts aggregating 19 acres of land, more or less.

No. 2. Beginning for the same at a point in the center of the Jumper's Hole Road and running thence north 88 degrees, 5 minutes east 15 feet to a stake planted in the divisional line between the property hereby conveyed and the property of Thomas M. Benson, party of the first part, and thence running from said stake north 88 degrees 5 minutes east 167.55 feet to the property of the old Johnson Cemetery thence binding on the divisional line between the lot hereby conveyed and the said cemetery lot north 1 degree east 90 feet to the divisional line between the lot hereby conveyed and lot No. 6, as laid down on the plat of the property of the said Thomas M. Benson made by Edward Hall, Jr., surveyor, in December, 1926, thence binding on the divisional line between the lot hereby conveyed and said lot No. 6 and running north 83 degrees 47 minutes west to the center of said Jumper's Hole Road 191.05 feet, thence running south 1 degree west 116.1 feet to the point of beginning. Being known as lot No. 7 as laid out on the aforementioned plat. Being the same property by deed dated December 20, 1926, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 8, folio 174, etc., from Thomas M. Benson and wife to Ruth Benson Duvall.

No. 3. Being all that lot of ground and premises known as Lot No. 6, by deed recorded immediately prior hereto among the Land Records of Anne Arundel County. Being known as lot No. 6 as laid out on the aforementioned plat.

IMPROVED BY A FARM DWELLING, OUTBUILDINGS and GARAGE. TERMS OF SALE: One-third cash, the balance in equal installments in six and twelve months, or all cash at the option of the pur-

chaser. Credit payments to bear interest from the day of sale and to be secured to the satisfaction of the undersigned assignees. Taxes and any other public dues and charges, if any, are to be adjusted to the day of sale. A deposit of $300 will be required of the purchaser at the time of sale.

Mary A. King
Phillip Charles Mueller
Frances A. Palardy,
John Leo Mueller, Jr.
Mary Lydia Finn
Mary Catherine Mueller, Assignees.
Sam W. Pattison & Company, Auctioneers.

ORDER NISI.

Ordered, this 8th. day of April, 1939, That the sale of the fee simple property, located at Elvaton, Maryland, on Jumpers Hole Road, made and reported by Mary A. King, Phillip Charles Mueller, Frances A. Palardy, John Leo Meuller, Jr., Mary Lydia Finn, and Mary Catherine Mueller, Assignees, to John C. Vogt BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th 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 10th. day of May next.

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

John H. Hopkins, 3rd., Clerk.

CERTIFICATE OF PUBLICATION Annapolis, Md., October 30, 1944

We hereby certify, that the annexed Order Nisi - Eq. 7758 - Thomas M. Benson was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of May, 1939. The first insertion being made the 13th day of April, 1939.

THE CAPITAL-GAZETTE PRESS, INC.
By Lillie L. French.

The Capital-Gazette Press, Inc., hereby certifies that the attached Certificate of Publication is true and just, that the copy appearing on the Certificate is identical with orginal copy inserted in the Maryland Gazette. Sworn to this 30th day of October, 1944.

(NOTARIAL SEAL) Lillie L. French

Filed Oct. 30, 1944. Notary Public, Anne Arundel County.

ORDERED BY THE COURT, This 9th day of November, 1944, that the sale made and reported by the Assignees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, C.J.

Filed Nov. 9th 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 en-

titled cause, and from them he has stated the within account

November 21, 1944

All of which is respectfully submitted.

Laura R. Jickling. Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Thomas M. Benson, et al. in ac. with Mary A. King, Philip Charles Mueller, Francis A. Palaldy, John Leo Mueller, Jr., Mary Lydia Finn and Mary Catherine Mueller, Assignees.

To Assignees for fee	$ 50.00	$
To Assignees for commissions	76.50	126.50
To Assignees for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Clerk of Court - court costs	15.30	
Auditor - stating this account	9.00	34.30
To Assignees for Expenses, viz:		
Capital-Gazette Press - advertising sale	39.00	
Capital-Gazette Press - Order nisi on sale	5.00	
Capital-Gazette Press - Order Nisi (acct)	5.00	
The A. S. Abell Co. - advertising sale	6.00	
Gilbert A. Dailey & Co. - bond premium	12.00	
Sam W. Pattison & Co. - auctioneer	10.00	
One-half Federal revenue stamps	.83	
One-half State revenue stamps	.75	
Clerk of Court - certified copy of deed	2.25	
Katherine V. Smith - notary fees	.50	81.33
To Mary A. King, Philip Charles Mueller, Francis A. Palardy, John Leo Mueller,Jr. Mary Lydia Finn and Mary Catherine Mueller Assignees - this balance on account mortgage claim		1,257.87
		$1,500.00
Amount of mortgage claim filed	2,643.50	
Cr. Amount allowed as above	1,257.87	
Balance subject to decree in personam	1,385.63	
Cr. Mar. 27, 1939 Proceeds of Sale		$1500.00

Filed Dec. 4" 1944.

ORDER NISI.

ORDERED, This 4th., day of December, 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 5th day of January 1945 next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three suc-

cessive weeks before the 5th., day of January, 1945, next.

Filed Dec. 4, 1944 John H. Hopkins, 3rd., Clerk.

CERTIFICATE OF PUBLICATION Annapolis, Md., January 9, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 7758 - Thomas N. Benson was published in MARYLAND GAZETTE a newspaper published in the City of Annepolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5 day of January, 1945. The first insertion being made the 7" day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of January, 1945, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin C.J.

Filed Jan. 15" 1945.

In the Matter of The Mortgage Real Estate: No. 5998 Equity.

of : In the Circuit Court for

Hezekiah Linthicum, Jr. and Ellie C.Linthicum; Anne Arundel County.

his wife.

PETITION TO DOCKET SUIT.

Mr. Clerk:

Please docket suit in the above entitled cause and file the mortgage from Hezekiah Linthicum, Jr. and Ellie C. Linthicum, his wife, to The Linthicum Realty Company, as Exhibit "A"

Seth H. Linthicum

Attorney named in Mortgage

EXHIBIT "A"

THIS SECOND MORTGAGE, Made this 22nd day of May in the year one thousand nine hundred and thirty by and between HEZEKIAH LINTHICUM, JR. and ELLIE C. LINTHICUM, his wife, of Anne Arundel County in the State of Maryland, of the first part, and THE LINTHICUM REALTY COMPANY, a body corporate, of the State aforesaid, 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 Twenty-three Hundred and Fifty Dollars ($2350.00) being the balance of the purchase money for the hereinafter described property, and have given therefor unto the said party of the second part their joint and several promissory note for said principal sum, of even date herewith, drawn to its order, and payable three years after date; also their twelve interest notes, each for the sum of Thirty-five and 25/100 dollars ($35.25) to /the same order of the same date, payable respectively three, six, nine, twelve, fifteen, eighteen, twenty-one, twenty-four, twenty-seven, thirty, thirty-three and thirty-six months after date; to better secure the payment of all of which notes, as they severally become due, these presents are executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One

Dollar, the said HEZEKIAH LINTHICUM, JR. and ELLIE C. LINTHICUM, his wife, do grant and assign unto the said THE LINTHICUM REALTY COMPANY, its successors 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 the corner formed by the intersection of the South side of Hawthorne Road (Now laid out fifty feet wide) and the East side of Middle Court (now laid out fifty feet wide), and running thence Easterly binding on the South side of Hawthorne Road, fifty feet, to the division line between Lots Nos. 1 and 2; thence Southerly binding on said division line, one hundred and forty feet, to the division line between Lots Nos. 1 and 6; thence Westerly binding on said division line between Lots Nos. 1 and 6, fifty feet, to the East side of Middle Court; thence Northerly binding on said side of Middle Court, one hundred and forty feet, to the place of beginning; being known and designated as Lot No. 1 in Block "E" on Plat No. 5 of Linthicum Heights, said plat being recorded among the Land Records of Anne Arundel County in Plat Book F. S. R. No. 2, folio 51.

Being the same lot of ground described in a deed dated April 14, 1930, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from John S. Watts to the Mortgagors herein.

SUBJECT to the operation and effect of a first mortgage to the Loyola Perpetual Building Association of Baltimore City recorded prior hereto.

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 THE LINTHICUM REALTY COMPANY, its successors 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 $75.00, and subject to the operation and effect of a first mortgage to the Loyola Perpetual Bldg. Assn. of Baltimore City.

Provided, that if the said HEZEKIAH LINTHICUM, Jr. and ELLIE C. LINTHICUM, his wife, their executors, administrators or assigns, shall well and truly pay or cause to be paid the aforesaid principal sum of Twenty-three hundred and 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 their part to be performed, then this Mortgage shall be void.

And it is agreed, that, until default be made in the premises, the said parties of the first part their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, the ground rent aforesaid, and all taxes, assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, ground rent, mortgaged debt and interest, public dues, charges and assessments, the said parties of the first part for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said THE LINTHICUM REALTY COMPANY, its successors and 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, its successors 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 fifty 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, 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 commission to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns do hereby covenant to pay; and the said Mortgagee, its successors or assigns or 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 commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses, and commission.

And the said HEZEKIAH LINTHICUM, JR. and ELLIE C. LINTHICUM, 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 improvemtnts on the hereby mortgaged land to the amount of at least three thousand Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, 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: Hezekiah Linthicum, Jr. (SEAL)

Regina Graham Ellie C. Linthicum (SEAL)

State of Maryland, City of Baltimore to wit:

I HEREBY CERTIFY, that on this 22d day of May, in the year nineteen hundred and thirty,

before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared HEZEKIAH LINTHICUM, JR. and ELLIE C. LINTHICUM, his wife, the Mortgagors named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Seht H. Linthicu, Vice- President of THE LINTHICUM REALTY COMPANY, 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 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 tax levied upon the interest covenanted to be paid in advance, nor 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.

(_____)

Regina Graham

Notary Public.

Filed Feby. 27, 1931

ATTORNEY'S SALE of valuable leasehold property at the Scutheast Corner of Hawthorne Road and Middle Court, Linthicum Heights, 5th Election District of Anne Arundel County.

By virtue of the power of sale in a mortgage from Hezekiah Linthicum, Jr., and Ellie C. Linthicum, his wife, to The Linthicum Realty Company, bearing date May 22, 1930, recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 73, folio 92 etc. as attorney named in mortgage to make sale in case of default, I will offer for sale the property in said mortgage described on Tuesday March 24th, 1931. at 11 o'clock A.M. at the Court House door Annapolis.

This property consists of a frame semi-bungalow with six rooms and bath, hardwood floors and all modern improvements, subject to a ground rent of $75.00.

TERMS OF SALE:- A deposit of $300.00 will be required of purchaser at the time of sale, the balance in six and twelve months, or all cash at the option of the purchaser. Balance of purchase money to bear interest from day of sale. All expenses on the property to be adjusted to day of sale.

The property will be sold subject to a prior mortgage the amount of which will be announced at time of sale.

Seth H. Linthicum

Attorney named in Mortgage.

CERTIFICATE OF PUBLICATION Annapolis, Md., March 24, 1931.

We hereby certify, that the annexed Attorney's Sale - Hezekiah Linthicum, Jr. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 2 successive weeks before the 24 day of March, 1931. The first insertion being made the 5 day of March, 1931.

THE CAPITAL-GAZETTE PRESS, INC.

By A. W. Hidalgo

Filed March 24" 1931.

In the Matter of the Mortgage Real Estate of Hezekiah Linthicum, Jr. and Ellie C. Linthicum, his wife.

No. 5998 Equity.
In the Circuit Court for Anne Arundel County.

STATEMENT OF MORTGAGE DEBT.

To amount of mortgage dated May 22, 1930,	$2,350.00
To interest on same from August 22, 1930 to Dec. 22, 1931,	188.00
	$2,538.00

Respectfully submitted,

Seth H. Linthicum

Attorney named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 17th day of December, 1931, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared SETH H. LINTHICUM, the Attorney named in Mortgage, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the fortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

H. Lucile Trussell

Notary Public

Filed Dec. 18" 1931.

BOND.

KNOW ALL MEN BY THESE PRESENTS, that we, Seth H. Linthicum, George McGaw Benson and W. Hampton Linthicum, all of the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand Dollars ($3,000.00), to be paid to the State of Maryland, or to its certain Attorney, to which payment to be well and truly paid we bind ourselves, our and each of our heirs, administrators and executors, jointly and severally, firmly by these presents, sealed with our seals and dated this 17th day of November, 1931.

WHEREAS by a mortgage from HEZEKIAH LINTHICUM, Jr. and ELLIE C. LINTHICUM, his wife, dated May 22nd, 1930, recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 73, folio 92 etc., to THE LINTHICUM REALTY COMPANY, power was given to said Mortgagee, its successors or assigns, or to its duly constituted Attorney or Agent, Seth H. Linthicum, to sell the mortgaged premises in the event of a default by the said Mortgagors in complying with the terms thereof.

AND WHEREAS there has been a default, the said Seth H. Linthicum is authorized to exercise the power to sell the land and premises in said mortgage described, which it is now his intention to do.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the said Seth H. Linthicum, Attorney named in said Mortgage, shall abide by and fulfill the conditions and terms in said mortgage or any other order or decree which shall be made by a Court of Equity in relation to the sale of the mortgaged premises of the proceeds arising from said sale, then this obligation shall be null and void; otherwise it will remain in full force and virtue in law.

AS WITNESS our hands and seals:

Test:

H. Lucile Trussell

Seth H. Linthicum (SEAL)
Geo. McGaw Benson (SEAL)
W. Hampton Linthicum (SEAL)

Filed Dec. 21st., 1931.

In the Matter of the Mortgage Real Estate of Hezekiah Linthicum, Jr. and Ellie C. Linthicum, his wife.

No. 5998 Equity.
In the Circuit Court for Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of Seth H. Linthicum, Attorney named in Mortgage, in the above entitled cause, to make sale of the leasehold 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 mortgage, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Evening Capital and the Maryland Gazette, newspapers published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Attorney did pursuant to said notice, on Tuesday, the 22nd day of December, 1931, at 11 o'clock A.M., attend at the Court House door, at Annapolis, and then and there sold unto The Linthicum Realty Company, it being the highest bidder therefor, at and for the sum of One Thousand Dollars ($1,000.00), subject to a balance of $2,654.18 due the Loyola Perpetual Building Association on a prior mortgage on said property, all that lot of ground and improvements in Linthicum Heights, Anne Arundel County, Maryland, being known as Lot No. 1 in Block "E" on Plat 5 of Linthicum Heights, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book F. S. R. No. 2, folio 51, and in said mortgage fully described; subject to a ground rent of $75.00 and subject to the restrictions set forth in deeds for property in Plat 5 Linthicum Heights; improved by frame semi-bungalow with all modern improvements. Terms of sale: A deposit of $300.00 required of purchaser at time of sale; the balance in six and twelve months, or all cash at the option of purchaser. Balance of purchase money to bear interest from day of sale. All expenses on the property to be adjusted to day of sale.

Respectfully submitted,

Seth H. Linthicum

Attorney named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 29th day of November, 1931, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Seth H. Linthicum, the Attorney named in Mortgage, and made oath in due form of law 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)

H. Lucile Trussell

Notary Public.

ORDER NISI.

Ordered, this 30th day of December, 1931, That the sale of the property mentioned in these proceedings made and reported by Seth H. Linthicum, Attorney named in Mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 30th day of January 1932 next; Provided, 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 January 1932 next.

The report states that the amount of sales to be $1,000.00

Frank S. Revell, Clerk.

Filed Dec. 30" 1931

CERTIFICATE OF PUBLICATION Annapolis, Md. January 25, 1932

We hereby certify, that the annexed Order Nisi - Sale - H. Linthicum Equity #5998 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 January, 1932. The first insertion being made the 7th day of January, 1932.

THE CAPITAL-GAZETTE PRESS, INC.

By L. L. French

ORDERED BY THE COURT, This 11th day of February, 1932 that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss, A.J.

Filed Feby. 11" 1932.

In the Matter of the Mortgage Real Estate of Hezekiah Linthicum, Jr., and Elsie C. Linthicum, his wife.

No. 5998 Equity

In The Circuit Court for Anne Arundel County.

PETITION AND ORDER OF COURT THEREON

The Petition of John D. Tregor respectfully represents unto your Honor:

1. That the mortgage filed in these proceedings was a second mortgage at the time of its execution, and shortly after these proceedings were instituted the first mortgage was foreclosed, and there were no funds applicable or paid on the mortgage debt set forth in the mortgage filed in these proceedings.

2. That the mortgage debt was assigned to John D. Tregor, your Petitioner, on January 3, 1933, as will more fully appear by the executed assignment attached hereto and prayed to be taken as a part hereof.

3. That your Petitioner desires to withdraw the said mortgage from these proceedings in the manner and under the conditions allowed by the rules of this Honorable Court.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order authorizing him to withdraw from the papers filed in this case, the mortgage therein referred to, upon the terms and conditions prescribed by the rules of this Honorable Court.

AND as in duty bound, etc.

Marcus A. Tregor

Solicitor for Petitioner.

Petitioner.

Upon the foregoing Petition, it is this 17" day of February, 1938, by the Circuit Court for Anne Arundel County In Equity, ORDERED that John D. Tregor be and he is hereby authorized to withdraw the mortgage filed in these proceedings, under the terms and conditions prescribed by the rules of this Honorable Court.

Linwood L. Clark, Judge

The mortgage above mentioned delivered to Mr. Marcus A. Tregor, Attorney, this 17th day of Feby. 1938.

Frank A. Munroe, Clerk.

Baltimore, Maryland January 3, 1933

In consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, The Linthicum Realty Company, a body corporate of the State of Maryland, does sell, assign and transfer unto John D. Tregor, all its right, title and interest in the mortgage from Hezekiah Linthicum, Jr., and Elsie C. Linthicum, his wife, to The Linthicum Realty Company, dated May 22nd, 1930, recorded in Liber F.S.R. No. 73, folio 92, and more particularly the mortgage debt secured by the said mortgage.

AS WITNESS the corporate seal of the said body corporate, and the signature of Seth H. Linthicum, the Vice President thereof the day and year first above written.

THE LINTHICUM REALTY COMPANY

Gertrude M. Little By Seth H. Linthicum

Vice President

Filed Feby. 17th. 1938.

In the Matter of the	:	No. 7232 Equity.
Trust Estate of	:	In the Circuit Court for
Charles W. Bartgis, dec'd.	:	Anne Arundel County.

PETITION OF DELLA DARBY.

To the Honorable, the Judge of the said Court.

The petition of Della Darby respectfully shows unto your Honor:

1. That Charles W. Bartgis, late of Anne Arundel County, deceased, departed this life, on the 2nd day of January, 1936, seized of real and personal property in said County, and elsewhere; and leaving a last will and testament, duly admitted to probate by the Orphans Court of said Anne Arundel County on the 7th day of January, 1936, and duly recorded among the testamentary records of said county in Liber W.M.H. No. 1, folio 66, etc. a duly certified copy whereof is filed herewith as a part hereof, marked "Exhibit No. 1."

2. That by said will, Exhibit No. 1, the said Charles W. Bartgis devised and bequeathed unto your petitioner all of his property, real, personal and mixed; in trust, nevertheless, for his wife, Annie E. Bartgis, for and during the term of her natural life.

3. That your petitioner, as executrix named in said will, has duly administered said estate; and, on the 11th day of August, 1936, the Orphans Court for said county passed her first and final account thereof filed therein on said 11th day of August, 1936; whereby the whole of said estate, after the payment of debts due by the said deceased, and all expenses incident to such administration, was awarded to your petitioner as trustee named in said will; and your

petitioner files herewith as a further part hereof, certified copy of said first/trust and final account, marked "Exhibit No. 2"; showing cash and securities so awarded to your petitioner as such trustee in the sum of $17,441.04.

4. That the said estate, so finally administered by your petitioner as such executrix in said Orphans Court, consists of the following:-

(a) Real estate in the Second Election District of said county, known as the Home Place, containing sixty seven acres of land, more or less, and being the residue of a larger tract conveyed to the said Charles W. Bartgis by William G. Williams and wife, by deed dated the 14th day of July, 1915, and duly recorded in Liber G.W. No. 118, folio 491, etc, and your petitioner files herewith as a further part hereof, a certified copy of the Inventory thereof filed in the said estate in the said Orphans Court, marked "Exhibit No. 3".

(b) Personal property, consisting of stocks, bonds, notes, mortgages, cash in bank, etc, of the appraised value of $17,841.08; as will fully appear by reference to said first and final account, Exhibit No. 2; and which will more fully and at large appear by reference to a certified copy of the Inventory of said personal estate, including therein cash in bank at the death of the decedent, filed in said Orphans Court, and filed herewith as a further part hereof, and marked "Exhibit No. 4."

Your petitioner, now, respectfully brings into this court the said trust estate, and prays the Court to assume jurisdiction thereof, in order that she may, under the powers conferred upon her by said will and those prescribed by law administer the said trust under the jurisdiction of this court; and to that end, she prays the court to pass herein and hereon such an order as may be right and proper in the premises.

And she will ever pray, etc.

Jno. S. Strahorn
Solicitor for Petitioner.

Della Darby,
Petitioner.

State of Maryland, Anne Arundel County, Sct.

I hereby certify, that on this 13" day of August, 1936, before me, the subscriber, a notary public of the said State, in and for the said county, personally appeared Della Darby, the above petitioner, and made oath in due form of law that the matters and things alleged and set out in the said petition are true, as therein stated, to the best of her knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Clara M. Howard
Notary Public.

Filed August 14" 1936.

ORDER.

Upon the aforegoing petition, exhibits and affidavit it was Ordered this 14th day of August 1936, by the Circuit Court of Anne Arundel County in Equity, that this Court herewith assumes jurisdiction of the said trust estate created by the said Will of Charles W. Bartgis, and does hereby Order and decree that the trustee, Della Darby, named in said Will, file in this Court, bond to the State of Maryland, to be approved by the Clerk of this Court in the penalty of $35,000.00, if it be a private bond, or $17,500.00, if it be a corporate bond, with usual

conditions.

Linwood L. Clark Judge.

Filed August 14" 1936.

"EXHIBIT No. 1."

I, Charles W. Bartgis, residing at Ganbrills, Anne Arundel County, Maryland, being of sound and disposing mind and capable of executing a valid deed or contract, do make, publish, and declare this to be my Last Will and Testament hereby revoking any other Wills or Codicils by me made.

First: I direct and authorize my Executrix hereinafter named to pay off and satisfy all of the indebtedness of my estate as soon as can be conveniently done after my death.

Second: All the rest and residue of every kind and description and wherever situated, real, personal and mixed property, I do hereby give, devise and bequeath unto my daughter, Della Darby, and her successor or successors, In Trust, to be held, used, controlled, enjoyed, and disposed of in the following manner:

(1) She shall take absolute control of all of my said estate and property with full and complete power to manage the same; to buy and sell real estate and personal estate and to convert realty into personalty and personalty into realty; to invest in the stock and bonds of any public or private corporation; and to generally have as full power and authority in the management and control and investment of all the property that she will take hereunder as I, myself, did or could do if living; all of which said power to continue in the said Trustee and her successor or successors in this trust, until final division and distribution of all property passing under the provisions of this Will, and to this end, she, or her successor or successors shall have the right to execute all proper deeds and other title papers for any of said property sold and conveyed by her and shall likewise have the authority to execute all notes that she may deem proper and beneficial to my estate. And I direct that no purchaser from her or them shall be required to look to the application of the purchase money.

(2) She shall so manage my said estate to produce as much income therefrom as is consistent with good business, care and judgment, and all such income there arising, after deducting all proper expenses, fees, taxes, insurance, commissions and etc; she or her successor or successors shall pay over to my wife, Annie E. Bartgis, absolute, during her natural life, it being my wish and Will that my said wife shall have the free use and enjoyment of the net income of my estate without any control from anyone whatsoever.

(3) After the death of my said wife, it is my Will that my said daughter, Della Darby, or her successor or successors, in this trust, as soon as maybe convenient with good business methods and without sacrificing any of my estate, convert all of my estate into money or its equivalent, and divide and distribute the same in the following manner:

(A) To the Home for Incurables of Baltimore City, I give, devise, and bequeath the sum of Five Hundred Dollars ($500.00).

(B) To the Presbyterian Eye, Ear and Throat Charity Hospital, a corporation created under the Laws of the State of Maryland, I give, devise and bequeath the sum of Five Hundred Dollars ($500.00).

(C) To my son, Norman Bartgis, of Gambrills, Maryland, I give, devise and bequeath the sum of Fifteen hundred Dollars ($1500.00).

(D) To my son, Russell Bartgis, of Gambrills, Maryland, I give, devise and bequeath the

sum of Fifteen hundred Dollars ($1500.00).

(E) After the payment of the above four (4) legacies, I give, devise and bequeath, the rest and residue of my estate of every kind and description to my three (3) children, Altie Nicholson at present residing in Washington, D.C.; Della Darby, Gambrills, Md. and Stanley G. Bartgis, Columbus, Ohio, share and share alike, but if any one or more of my five (5) children, devisees, shall pre-decease me or my wife, Annie E. Bartgis, the legacy of devise to the one or ones so dying shall lapse and become null and void and the portion so devised shall be divided equally between Altie Nicholson, Della Darby and Stanley G. Bartgis or the survivor.

Third: I hereby nominate and appoint my daughter, Della Darby to be the Executrix, as well as Trustee, of this my Last Will and Testament, with full power in all respects, to do any and all things that may be required of her or her successor or successors as such Executrix and Trustee under the provisions of this Will.

In Testimony whereof, I have hereunto subscribed my name and affixed my seal this 11th day of August, 1933.

Charles W. Bartgis (SEAL)

Signed, sealed, published and declared by the above named Testator as and for his Last Will and Testament in the presence of us, who at his request and in his presence and the presence of each other, have hereunto subscribed our names as witnesses.

Thomas O. Gott

Mary Lee

Lucille Harmon.

ANNE ARUNDEL COUNTY, Ss:

On the 7th day of January, 1936 came Della _arby and made Oath in due form of law, that she does not know of any Will or Codicil of Charles W. Bartgis late of said County, deceased, other than the above instrument of writing, and that she received the same from Safe Deposit Box at County Trust Company where same was kept. "ALL PARTIES NOTIFIED."
Testator departed this life on the 2nd day of January, 1936,
Sworn to in open Court.

Test: W. Meade Holladay

Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 7th day of January, 1936 came Thomas O. Gott and Lucille Harmon subscribing witnesses to the aforegoing last Will and Testament of Charles W. Bartgis late of said County, deceased, and made oath in due form of law, that they did see Testator sign and seal this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that th__ together with Mary Lee who is out of the city subscribed their names as witnesses to this Will in his presence, at his request and in the presence of each other.
Sworn to in open Court

Test: W. Meade Holladay

Register of Wills for Anne Arundel County.

In the Orphans' Court of Anne Arundel County:

The Court having carefully examined the above last Will and Testament of Charles W. Bartgis,

late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 7th day of January, 1936, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Charles W. Bartgis, deceased.

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

STATE OF MARYLAND Anne Arundel County

I. W. MEADE HOLLADAY, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify, that the aforegoing is/a true and full copy of the Last Will and Testament of Charles W. Bartgis late of said County deceased together with proof and probate thereof taken from the original which is one of the records filed, and recorded in Wills Liber W.M.H. No. 1 Folio 66, and Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 10th day of January in the year of our Lord, nineteen hundred and thirty-six.

(COURT SEAL) W. Meade Holladay

Recorded in W.M.H. #1 Folio 66. Register of Wills for Anne Arundel County.

Filed August 14" 1936.

"EXHIBIT No. 2"

FIRST and FINAL ACCOUNT, of the ESTATE of Charles W. Bartgis, deceased.

By Della Darby, Executrix.

In the Orphans Court of Anne Arundel County, Maryland.

This accountant charges herself with the amount of Inventory, as per Liber G. T. C. No. 1, fo. 535-8 will more fully appear	$15,991.63	
Less amounts erroneously included therein, shown below	207.11	
Total net Inventory	15,784.52	
And with cash in bank at time of death of decedent	2,056.56	
And with the amount received from sale of C.& P. Telephone Co. stock called, over appraisal	1.45	
And with the amount received from sale of mortgage certificate No. 37010, over appraisal	960.00	
And with the amount received from sale of Ford automobile, over appraisal	14.00	
And with the amount received from sale of cord wood by decedent	6.00	
And with the amount of interest and dividends received on investments	716.24	
	$19,538.77	
Total Estate to be accounted for		$19,538.77.

The following items erroneously included in Inventory:

Dividend on certificate No. 13691	$ 12.86	
Dividend on mortgage certificate No. 30825	38.25	
Dividend on 58 shares A.& E. Bldg. Assoc.	72.50	
Dividend on stock Potomac Edison Company	7.00	
Interest on Burgess, Jr. mortgage note	33.75	
Interest on Warner mortgage note	26.25	
Interest on B. A. King note	13.75	
Interest on Burgess, Jr. note	2.75	
	$207.11	
Total Estate to be accounted for		$19,538.77

And she craves allowance for the following disbursements:

Amount paid undertaker burial expenses	$ 334.21	
Amount paid Executrix, 5% commissions	976.93	
Amount paid original court costs	13.75	
Amount paid Notice to Creditors	5.00	
Amount paid State tax on commissions	195.38	
Amount paid widow's allowance under statute	75.00	
Amount paid county taxes	35.51	
Amount paid Doctor's bill,for deceased	25.00	
Amount paid Lutheran Cemetery Board	37.00	
Amount paid Hospital nurses	62.20	
Amount paid for lot markers	13.50	
Amount paid Art Press, sale bills,	4.50	
Amount paid Gazette, advertising sale	3.50	
Amount paid auctioneer, calling sale	10.00	
Amount paid John S. Strahorn, Attorney	75.00	
Amount paid fire insurance premium	11.70	
Amount paid C. & P. Telephone Co. bill,	2.08	
Amount paid Bank for transfer of Warner mortgage proceeds from Virginia bank	1.20	
Amount paid Register of Wills, final court costs herein	30.00	
Total disbursements	$1,911.46	
Balance left for distribution, to be turned over to Trustee	17,627.31	
	$19,538.77	$19,538.77

Less direct inheritance tax on this balance of $17,627.31 at 1%	$176.27	
Less direct inheritance tax on real estate appraised at $1,000.00	10.00	

	$186.27	$ 186.27
Balance to be turned over to		
to Trustee under terms of will		$17,441.04
This balance made up of the following:		
Cash in Banks	$3,352.52	
Securities remaining in		
hands of Executrix	14,088.52	
Estate accounted for	$17,441.04	$17,441.04

The following securities called and paid for in cash since filing of Inventory:

C. & P. Telephone Company stock	$550.00
Mortgage certificate No. 37010 (appraised at $960.)-	1920.00
Warner trust mortgage note	1500.00
B. A. King note	500.00

Della Darby, Executrix

State of Maryland, Anne Arundel County, SS:

On this 11th day bof August, 1936, came Della Darby, Executrix of the Estate of Charles W. Bartgis, deceased, and made oath in the presence of Almighty God that the foregoing account as stated is just and true, and that she has paid or secured the payment of every sum for which she has craved an allowance.

W. Meade Holladay
Register of Wills for Anne Arundel County.

Passed By Order of the Court this 11th day of August, 1936.

Maynard Carr, C.J.
Owain E. Owens, A.J.
William B. Elliott, A.J.

STATE OF MARYLAND Anne Arundel County

I, W. MEADE HOLLADAY, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the First and Final Account of the Estate of Charles W. Bartgis late of said County deceased taken from the original which is filed, recorded and Kept in the Office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 11th day of August in the year of our Lord, nineteen hundred and thirty-six

(COURT SEAL) W. Meade Holladay
Register of Wills for Anne Arundel County.

Filed August 14" 1936.

"EXHIBIT No. 3"

THE STATE OF MARYLAND,

To George Beck and Grover Chance Greeting:

This Is To Authorize You Jointly to appraise the Real Estate of Charles W. Bartgis, late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge,

each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said Real Estate by you appraised in dollars and cents; and in the said inventory you are to set down in column or columns opposite to each piece of property the value thereof.

SEAL

WITNESS (Signed) Maynard Carr, ESQUIRE,
Chief Justice of the Orphans' Court for Anne Arundel County, this 7th day of January, in the year of our Lord one thousand nine hundred and thirty six.

TEST (Signed) W. Meade Holladay
Register of Wills for Anne Arundel County.

We George Beck and Grover Chance, do swear or solemnly, sincerely and truly affirm, that we will well and truly, without prejudice or partiality, value and appraise the real estate of Charles W. Bartgis, late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment so help us God.

(Signed) George R. Beck, }
" Grover C. Chance. } Appraisers.

I Hereby Certify, That the aforegoing oath was taken and subscribed to by the said George Beck and Grover Chance before the undersigned, a Notary Public, of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this 17th day of January, in the year of our Lord one thousand, nine hundred and thirty six

(Signed) Elinore G. Girault.
Notary Public.

A True and Perfect Inventory of all and singular the Real Estate of Charles W. Bartgis late of Anne Arundel County, deceased, appraised by the subscriber George Beck and Grover Chance, jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraisers, and certificate hereto annexed.

REAL ESTATE.

A tract of land, in the Second Election District of Anne Arundel County, Maryland, and known as the Home Place, containing sixty seven acres of land, more or less, according to a survey made by J. Carson Boush, County Surveyor, November 30, 1916; and being a part, or residue of a tract of 300 acres, more or less, conveyed to Charles W. Bartgis, by William G. Williams and wife, by deed dated the 14th day of July, 1915, and recorded among the land records of said County in Liber G.W. No. 118, fo. 491, etc., and by us valued at $1,000.00

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

Witness Our Hands and Seals this 18th day of February in the year of our Lord one thousand nine hundred and thirty six.

George R. Beck (SEAL)
Grover C. Chance (SEAL)
Appraisers.

Amount of Inventory as above $1,000.00.

Della Darby Executrix

STATE OF MARYLAND Anne Arundel County

I, W. MEADE HOLLADAY, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Inventory of the Real Estate of Charles W. Bartgis late of said County deceased taken from the Original which is filed, recorded and Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 11th day of August in the year of our Lord, nineteen hundred and thirty-six.

(COURT SEAL) W. Meade Holladay

Register of Wills for Anne Arundel County.

STATE OF MARYLAND Anne Arundel County, Sct:

Be It Remembered And It Is Hereby Certified, That on this 20th day of February in the year of our Lord one thousand, nine hundred and thirty-six personally appeared Della Darby, Executrix of Charles W. Bartgis late of Anne Arundel County, deceased, and made oath in the presence of Almighty God, that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of the said Charles W. Bartgis deceased, within the State of Maryland, that has come to her knowledge and that should she hereafter discover any other Real Estate belonging to the said deceased in said State she will return an additional Inventory thereof.

Sworn to before the Subscriber.

W. Meade Holladay

Register of Wills for Anne Arundel County.

Filed August 14" 1936.

"EXHIBIT No. 4"

THE STATE OF MARYLAND

To George Beck and Grover_Chance Greeting:

THIS IS TO AUTHORIZE YOU JOINTLY to appraise the Goods, Chattels and Personal Estate of Charles W. Bartgis, late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said goods, chattels and personal estate by you appraised in dollars and cents; and in the said Inventory you are to set down in the column or columns opposite to each article the value thereof.

SEAL WITNESS (Signed)Maynard Carr

Esquire, Chief Justice of the Orphans' Court for Anne Arundel County, this 7th day of January, in the year of our Lord one thousand nine hundred and thirty six.

Test: (Signed) W. Meade Holladay,

Register of Wills for Anne Arundel County.

WE, George Beck and Grover Chance do swear, that we will well and truly, without prejudice or partiality, value and appraise the goods, chattels and personal estate of Charles W. Bartgis, late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge,

and will in all respects perform our duties as appraisers to the best of our skill and judgment, so help us God.

(Signed) George R. Beck)
" Grover C. Chance) Appraisers.

I HEREBY CERTIFY, That the aforegoing oath was taken and subscribed to by the said George Beck and Grover_Chance, before the undersigned, a Notary Public, of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this 17th day of January, in the year of our Lord one thousand nine hundred and thirty six,

(Signed) Elinore G. Girault, Notary Public.

A TRUE AND PERFECT INVENTORY of all and singular, the goods, chattels and personal estate of Charles W. Bartgis, late of Anne Arundel County, deceased, appraised by us, the subscribers, George Beck and Grover Chance, jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraise, and Certificate therein annexed.

STOCKS:	(Feb'y 10, 1936)		
28 shares	The Annapolis & Eastport Bldg. Assoc., certificate No. 299, Oct. 5, 1928, at $50.00		$1,400.00
30 "	The Annapolis & Eastport Bldg. Assoc., certificate No. 1160, Aug. 2, 1932, at $50.00		1,500.00
20 "	The Arundel Bldg. & Loan Assoc., certificate No. 226, Jan. 5, 1934, at $1.00		20.00
30 "	The Arundel Bldg. & Loan Assoc, certificate No. 481, Feb. 5, 1935, at $1.00		30.00
4 "	The Potomac Edison Company, certificate No. B28, Jan. 24, 1924, at $100.00		400.00
5 "	The C. & P. Telephone Co., of Baltimore City, certificate No. BF25428, June 10, 1932, at $110.		550.00
3 "	County Trust Company of Maryland, certificate No. 8302, Aug. 21, 1933, at $7.50		22.50
87/100 share	County Trust Company of Maryland, certificate No. FI3358, Aug. 21, 1933, at $7.50		6.52
BONDS.	(Feb'y 10, 1936)		
	Certificate No. 251, issued March 31, 1931, First Mortgage 5% Gold Bonds W. B. & A. Elec. Ry. Company, $2,000.00 at $5.00		100.00
	CERTIFICATES OF BENEFICIAL INTEREST: (Feb'y 10, 1936)		
No. 13691,	County Corporation of Maryland, Aug. 21, 1933, $64.34, as follows:		
	Dividend paid June 12, 1935,	$6.43	
	" " Feb'y 10, 1936	12.86	12.86
	$45.05 balance, at 40%		18.02
No. 13564,	Peoples Liquidating Corporation (for Central Trust Company of Maryland) $6,335.76. Value, estimated on deposit of $6,694.06 at time of closing of bank, at 10%		669.40

MORTGAGE CERTIFICATES: (Feb'y 10, 1936)

No. 41266, Mortgage Guarantee Company of Baltimore, Mch. 28, 1932, mortgage dated March 28, 1927, property, St. Leonards Apartments 5308 Atlantic Avenue, Ventnor, Atlantic City, N.J., Recorded in Atlantic County records in Liber W.A.B. 452, fol. 490, etc. $800.00, at 25% — $ 200.00

No. 34385, Mortgage Guarantee Company, July 11, 1930, mortgage Oct. 15, 1929, property, "Ludy Hotel, New Iroquois Hotel and four other properties in Atlantic City, N.J.," recorded in Atlantic County records in Liber W.A.B. No. _____, Fo. ____, $1,200.00, at 50% — 600.00

No. 30825 (assignment of share in mortgage) Mortgage Guarantee Company, Sept. 4, 1929, mortgage July 11, 1929, Beuna Vista Apartment Corporation, property Nos. 817-19-21-23 & 25, St. Paul Street, Baltimore, Maryland, recorded in Baltimore City records Liber S. C. L. No. 5040, fo. 93, etc., $1,700.00, at 50% — 850.00

$6,379.30

No. 37010, Mortgage Guarantee Company, April 7, 1931, mortgage, March 5, 1931, Z. Thomas Goldsmith, et al., to John Saul, et al., Trustees, property, No. 3900 14th Street, N.W., Washington, D.C., recorded in D. C. records in Liber A.G.F. No. ____, folio ____, $2,000. less payment of $80.00 made thereon Sept. 26, 1935, balance due, $1,920.00, at 50% — 960.00

No. 43846, Mortgage Guarantee Company, Sept. 10, 1932, mortgage, Sept. 1, 1927, The Jefferson Hotel Company, property, Hotel Jefferson, 134-136 S. Kentucky Ave., Atlantic City, N.J., recorded Atlantic County records W.A.B. No. ___, folio ____, $1,300.00 at 50% — 650.00

MORTGAGE (Feb'y 10, 1936)

Wm. F. Burgess, Jr., March 26, 1931, recorded in Anne Arundel County records, in Liber F.S.R. 83, folio 264, etc., (balance) $1,500.00, and interest from Sept. 26, 1935, — 1533.75

TRUST MORTGAGE NOTE: (Feb'y 10, 1936)

G. Samuel Warner and Katharine Warner, his wife, January 28, 1916, order of G. Samuel Warner, and by him endorsed, property in Washington District, Alexandria County, Va., recorded Feb'y 11, 1916, in land records of Alexandria County, $1,500.00, and interest from October 27, 1935, — 1526.25

NOTES: (Feb'y 10, 1936)

R. C. Fowler, Jan. 9, 1926, (under seal) $30.00, with interest from Nov. 12, 1927 — No value

Stanley G. Bartgis, Jan'y 8, 1932, $900.00, with interest from July 8,1932, — 1093.50

Stanley G. Bartgis, Jan'y 18, 1932, $1,500.00, with interest from July, 18, 1932,	$1821.25
R. R. Darby, Oct. 22, 1931, $1,200.00, with interest from Oct. 22, 1935,	1220.28
Ben. A. King, Aug. 27, 1934, $500.00, with interest from Aug. 27, 1935,	513.75
W. F. Burgess, Jr., Aug. 29, 1931, $100.00, with interest from Aug. 29,1935,	102.75
Richardson & Boynton Company, Ten Year Note, No. L170, due July 1, 1945, $50.00, at 10%	5.00
Richardson & Boynton Co., ten year note, No. D117, due July 1, 1945, $500.00, at 10%	50.00
Richardson & Boynton Co., (scrip certificate), fractional interest in one ten year note, No. SC217, $30.50, at 10%	3.05
Dividend, January ___, 1936, on mortgage certificate No. 30825, Beuna Vista Apartment Corporation,	38.25
Dividend, February 1, 1936, on stock of Annapolis & Eastport Building Asso.,	72.50
Dividend, February 1, 1936, on stock Potomac Edison Company,	7.00
1 Ford Automobile, Model "T",	15.00
Total amount of Appraisement	$15,991.63

WE, THE SUBSCRIBERS, DO CERTIFY, that the aforegoing is a true and just Inventory, and valuation of all and singular, the goods, chattels, and personal estate of the said Charles W. Bartgis, deceased, so far as the same have come to our sight and knowledge; and as valued and appraised by us, in dollars and cents, according to the best of our skill and judgment.

IN TESTIMONY OF ALL OF WHICH, we hereunto subscribe our names and affix our seals this 18th day of February, 1936

(Signed) George R. Beck (SEAL)
" Grover C. Chance,(SEAL)
Appraisers.

Amount of appraisement as above,	$15,991.63
Cash in the house at time of deceased's death,	None
Cash in bank at time of deceased's death,	2,056.56
Whole amount of Inventory,	18,048.19

Test:

Jno. S. Strahorn, Atty. (Signed) Della Darby Executrix

STATE OF MARYLAND Anne Arundel County

I, W. MEADE HOLLADAY, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Inventory of the Personal Estate of Charles W. Bartgis late of said County deceased taken from the original which is filed, recorded and Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 11th day of August in the year of our Lord, nineteen hundred and thirty-six

(COURT SEAL) W. Meade Holladay
Register of Wills for Anne Arundel County.

Anne Arundel County, ss:

On the 20th day of February, 1936, came Della Darby, Executrix of Estate of Charles W. Bartgis, deceased, and made oath in due form of law, that the foregoing is true and perfect Inventory of all and singular the Goods, Chattels and Personal Estate of the said deceased, that have come to her hands, knowledge or possession at the time of making thereof that what has since, or shall hereafter come to her hands, knowledge, or possession, she will return in an additional Inventory, that she knows of no concealment, nor suspect any to be, and if she should hereafter discover any concealment, or suspect any to be; she will make the Register of Wills for Anne Arundel County acquainted therewith, that the same may be inquired into according to law.

Sworn to before the subscriber,

Test: (Signed) W. Meade Holladay,
Register of Wills for Anne Arundel County.

(Filed, and passed by the Court, February 20, 1936)

Filed August 14" 1936.

TRUSTEE'S BOND.

KNOW ALL MEN BY THESE PRESENTS, that we, Della Darby, as principal, and Annie E. Bartgis, Altie B. Nicholson, Russell C. Bartgis and Norman L. Bartgis, all of the State of Maryland, as sureties, are held and firmly bound to the State of Maryland, or its proper attorney, in the full and just sum of Thirty Five Thousand Dollars ($35,000.00), to be paid to the said State of Maryland, or its said lawful attorney; to the payment whereof, well and truly to be made and done, we bind ourselves, our and each of our heirs, personal representatives and assigns, jointly and severally, firmly by these presents; sealed with out seals, and dated this 17th day of August, 1936.

WHEREAS, on the 14th day of August, 1936, the Circuit Court for Anne Arundel County, IN EQUITY, IN THE MATTER of the Trust Estate of Charles W. Bartgis, deceased, No. 7232 Equity in the said Court, on the petition of Della Darby, Trustee named in the will of the said Charles W. Bartgis, passed an order assuming jurisdiction of the said Trust Estate; whereby, the said Della Darby was required, before entering upon her duties as such Trustee to file a bond in the said Trust Estate in the penalty of $35,000.00, if a personal bond be given, conditioned for the faithful performance of her duties as such Trustee under the said will of the said Charles W. Bartgis, deceased.

NOW, THEREFORE, the condition of the above obligation is such, that if the said Della Darby shall well and truly perform the duties required of her as such Trustee, and duly account for all assets received by her under such trust, according to law, and shall in all respects discharge the duties by law required of her in the premises, without any injury or damage to any person interested in the faithful performance of the said office, 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:-

Edna Bartgis — As to Della Darby and Russell C. Bartgis.
R. Y. Nicholson — As to Annie E. Bartgis and Altie B. Nicholson.
W. Louis Ryon — As to Norman L. Bartgis.

Della Darby (SEAL)
Russell C. Bartgis (SEAL)
Norman L. Bartgis (SEAL)
Annie E. Bartgis (SEAL)
Altie B. Nicholson (SEAL)

Filed Aug. 18" 1936.

IN THE MATTER of the TRUST ESTATE OF Charles W. Bartgis, deceased.

No. 7232 Equity.
In the Circuit Court for
Anne Arundel County.

PETITION OF TRUSTEE TO SELL REAL ESTATE

To the Honorable, the Judges of the said Court.

The petition of Della Darby, Trustee in the above entitled Estate, respectfully shows:

1. That in the assets of this estate, as will fully appear by reference to a certified copy of the Inventory of Real Estate of said deceased, filed herein as Exhibit No. 3, is a tract of land, known as the Home Place, in the Second Election District of Anne Arundel County, appraised at the sum of $1,000.00.

2. That your petitioner has sold said real estate to Norman L. Bartgis, one of the heirs of the said Charles W. Bartgis, and Nettie I. Bartgis, his wife, for the sum of $1,700.00, to be paid as follows: $200.00 in cash, and a first mortgage for the balance of $1,500.00, with interest at the legal rate until paid.

3. That your petitioner believes that the price offered, and the said terms of settlement, are reasonable and advantageous to this estate, and in like manner, she shows that all the heirs of the said Charles W. Bartgis are of full age and acquainted with the said terms of sale, and are satisfied, with her, that said price and terms are reasonable and advantageous as herein set out and to the best interests of said estate.

Your petitioner, therefore, respectfully prays that an order be passed herein by the court authorizing her to consummate the said sale at the expense of said purchasers.

And she will ever pray,

Jno. S. Strahorn
Solicitor.

Della Darby Trustee.
Petitioner.

State of Maryland, Anne Arundel County, Sct.

I hereby certify that on this 18" day of August, 1936, before me, the subscriber, a Notary Public of the said State, in and for the said County, personally appeared Della Darby, the above Trustee petitioner, and made oath in due form of law that the matters and facts set out and alleged in the said petition are true, as therein stated, to the best of her knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Clara M. Howard
Notary Public.

ORDERED, this 20th day of August, 1936, by the Circuit Court for Anne Arundel County, In Equity, on the foregoing report of sale and affidavit of Della Darby, Trustee, that said sale be and is hereby approved, and said Trustee is hereby authorized to execute the necessary deed to the purchaser, and receive from him the purchase money mortgage, according to the terms and conditions set out in the said petition; the net amount received or to be received from said purchaser, on account of the purchase price, to be credited to the corpus of said estate, and all costs in connection with said sale and conveyance to be paid by the purchasers.

Linwood L. Clark, Judge.

Filed Aug. 20" 1936.

PETITION TO ASSIGN MORTGAGE FROM Wm. F. Bartgis, Jr.

To the Honorable, the Judge of said Court:

The petition of Della Darby, Trustee in the above entitled matter, respectfully sgows:

1. That among the assets of this estate in her hands is mortgage from William F. Burgess, Jr., dated the 26th day of March, 1931, recorded in Liber F. S. R. 83, folio 264, etc., for the sum of $2,500.00, on which there is now due the sum of $1,500.00, and interest on said last mentioned sum from the 26th day of March, 1937, to this date.

2. That the said mortgagor desires to take up the said loan, by having the said mortgage assigned to John Aisquith, without reccurse, upon payment of the said sum of $1,500.00 and accrued interest.

Your petitioner therefore respectfully prays that an order be passed herein authorizing and directing her as Trustee in this estate to so assign the said mortgage under the conditions above set out.

And she will ever pray, etc.

Della Darby
Trustee.

Jno. S. Strahorn
Solicitor for Trustee.

ORDERED, this 28" day of Sept. 1937, by the Circuit Court for Anne Arundel County, In Equity, on the foregoing petition, that Della Darby, Trustee, be, and she is hereby authorized to assign the mortgage mentioned in said petition, without recourse, as set out therein.

Linwood L. Clark Judge.

Filed Sept. 28th., 1937.

PETITION OF TRUSTEE TO MAKE MORTGAGE LOAN TO Ernest E. Clark.

To the Honorable, the Judges of said Court:

The petition of Della Darby, Trustee in the above entitled case, respectfully shows:

That she has an application for a loan of $2,500.00, on first mortgage on real estate in the Fourth Election District of Anne Arundel County, consisting of two tracts of 24 1/2 acres and 38 2/3 acres, assessed, together, to Ernest S. Clark for the sum of $3,193.00.

That said property is farm land, and lies near to the home of this petitioner, and she is well acquainted with the same, and considers it ample security for said loan.

She therefore respectfully prays that an order be passed herein, authorizing and directing her to make said loan, after proper search of title.

And she will ever pray.

Jno. S. Strahorn
Solicitor for Petitioner.

Filed April 12" 1938.

ORDERED, This 13th day of April, 1938, by the Circuit Court for Anne Arundel County, In EQUITY, on the foregoing petition of Della Darby, Trustee, that the said Trustee be and she is authorized to make the loan as set out in the foregoing petition.

Wm. Henry Forsythe, Jr.

Filed April 13" 1938

In the Matter of the Trust Estate of Charles W. Bartgis, deceased.

No. 7232 Equity.
In the Circuit Court for Anne Arundel County.

PETITION TO MAKE LOAN TO R. C. Bartgis.

To the Honorable, the Judge of said Court.

The petition of Della Darby, Trustee in the above entitled case, respectfully shows:

That she has an application for a loan of Two Thousand Dollars ($2,000.00), on first mortgage on real estate at the southeast intersection of the Defense Highway and the Davidsonville Road, in the Second Election District of Anne Arundel County, consisting of two adjoining pieces of land, with improvements, containing in the aggregate six and one half acres, more or less, for which the said Russell C. Bartgis, on the 28th day of July, 1937, paid the sum of Three Thousand Dollars.

That the said applicant is well known to your petitioner, and as well, your petitioner knows the said property well, and she believes that it is safe security for the amount of money desired by said applicant.

She, therefore, respectfully prays that an order be passed herein, authorizing and directing her to make said loan, after proper search of title.

And she will ever pray, etc.

Della Darby,
Trustee.

Jno. S. Strahorn
Solicitor for Petitioner.

ORDERED, this 27" day of July, 1938, by the Circuit Court for Anne Arundel County, IN EQUITY, on the foregoing petition of Della Darby, Trustee, that the said Trustee be, and she is hereby, authorized to make the loan of $2,000.00, as set out in the foregoing petition.

Linwood L. Clark, Judge.

Filed July 27" 1938.

PETITION TO BRING SUITS vs. S. G. Bartgis

To the Honorable, the Judge of the said Court:

The petition of Della Darby, Trustee in the above entitled case, respectfully shows:

1. That among the assets of this estate are two (2) sealed obligations, in the nature of promissory notes, signed by Stanley G. Bartgis, a resident of Columbus, Ohio, as follows:

(a) "$900.00, Gambrills, Md., Jan. 8, 1932. Due C. W. Bartgis nine hundred dollars for value received. With interest at the rate of 4 per cent. Interest to be paid semi-annually. (Signed) Stanley G. Bartgis (Seal)" (Endorsed on back, "interest pd. to July 8, 1932")

(b) "$1500.00, Gambrills, Md. Jan. 18, 1932. Due C. W. Bartgis Fifteen hundred dollars for value received with interest at the rate of 5 per cent. Interest to be paid semi-annually. (Signed) Stanley G. Bartgis (Seal)" (Endorsed on back, "interest pd. to July 18, 1932").

2. That though full effort has been made to collect said notes, the said obligor has has refused and still refuses to pay the same.

3. That the said obligor has an interest in this estate, and your petitioner respectfully prays the Court to pass an order in the premises, authorizing her to bring non resident attach-

ments on said obligations in this court, in order that the same may be reduced to judgments and this estate thereby protected.

And she will ever pray, etc.

John S. Strahorn

Solicitor for Trustee.

Leave granted as prayed,

September 8, 1939. Ridgely P. Melvin, Judge.

Filed Sept. 8" 1939.

PETITION OF TRUSTEE TO UNITE IN DEED etc.

To the Honorable, the Judge of the said Court.

The petition of Della Darby, Trustee in the above entitled case, respectfully shows:

1. That among the assets of this estate is a mortgage for the sum of $1,400.00, from Chesterfield Owens, et al., dated the 4th day of May, 1936, and recorded in F. A. M. No. 154, folio 533, said mortgage covering 101 acres of improved land in the 8th Election District of Anne Arundel County; assessed for the sum of $2,648.00, the land at fifteen dollars per acre, and the improvements at a total sum of $1,125.00.

2. That the said mortgagors have sold a portion of the said real estate, consisting of 8.8 acres, more or less, of unimproved land, as shown by plat thereof made by McCrone, Jones & Hicks, Engineers, December 15, 1939, at and for the sum of $45.00 per acre, and said mortgagors offer to pay the sum of $300.00 on account of the said mortgage debt, leaving a balance due thereon of $1,100.00, in return for a partial release of the said mortgage, to be shown by the Trustee herein joining in the conveyance thereof to the purchaser.

3. That your petitioner believes that the balance of said property, to-wit, 91 acres and improvements, is good and sufficient security for the said sum of eleven hundred dollars; and she therefore respectfully prays that she be authorized to unite in the deed for the conveyance of said 8.8 acres, for the purpose of releasing the said tract so surveyed from the lien of the said mortgage, upon the payment to her, and not before, and without any expense to this estate, of said sum of three hundred dollars ($300.00).

And she will ever pray, etc.

Jno. S. Strahorn

Solicitor for Trustee.

Della Darby (SEAL)

Trustee.

ORDERED, this 22nd day of December, 1939, by the Circuit Court for Anne Arundel County, IN EQUITY, and by the authority thereof, that Della Darby, Trustee, be, and she is hereby, authorized to unite in the deed for the conveyance of the property mentioned in the within petition, upon the payment to her of the sum of $300.00 on account of the mortgage mentioned therein.

Ridgely P. Melvin Judge.

Filed Dec. 22" 1939.

PETITION TO LOAN THE SUM OF $400.00

Annapolis, Maryland, December 28,1939.

The undersigned, residents of the 8th District of Anne Arundel County, hereby certify that they are familiar with the property mentioned in the within petition of Della Darby, Trustee, and that they consider the same good and sufficient security for a first mortgage loan of Four

Hundred Dollars ($400.00).

Ashby L. Shepherd
Ashby Lee Shepherd,Jr.

IN THE MATTER OF The Trust Estate of
Charles W. Bartgis, deceased.

No. 7232 Equity
In the Circuit Court for
Anne Arundel County.

To the Honorable, the Judge of the said Court.

The petition of Della Darby, Trustee in the above entitled case, respectfully shows:-

1. That she has an application for a lona of $400.00, on first mortgage, on property of John W. Owens, in the 8th Election District of Anne Arundel County, consisting of two parcels: (1) An improved tract of thirty (30) acres, assessed in a total sum of $700.00, of which sum the buildings are a part, in the sum of $450.00, consisting of a barn and small dwelling house, and (2), an unimproved lot adjoining said 30 acre tract containing 8.8 acres, being purchased at this time from Chesterfield Owens, et al, for the sum of $396.00, and assessed at the sum of $15.00 per acre.

2. That your petitioner believes the security offered for the said loan to be good and sufficient, and she, therefore, respectfully prays that she be permitted, by order of this Court, to so loan the said sum of $400.00, without expense to this estate.

And she will ever pray, etc.

Filed Dec. 26" 1939

Jno. S. Strahorn
Solicitor for Trustee, Petitioner.

ORDERED, this 28th day of December, 1939, on the foregoing petition of Della Darby, Trustee, by the Circuit Court for Anne Arundel County, and by the authority thereof, that Della Darby, the said Trustee, be, and she is hereby, authorized to loan the sum of $400.00 as prayed in said petition.

Ridgely P. Melvin Judge.

Filed Dec. 28" 1939

Filed January 2" 1940.

PETITION TO LOAN ON HOME PLACE.

To the Honorable, the Judge of the said Court.

The petition of Della Darby, Trustee in the above entitled case, respectfully shows.

1. That she has an application for a first mortgagr loan of Fifteen Hundred Dollars ($1,500.00) on sixty seven acres of land in the Second Election District of Anne Arundel County, known as the Bartgis Home Place, belonging to Norman L. Bartgis and Nettie I. Bartgis his wife, who are possessed of other property, both real and personal in Charles County and Anne Arundel County, which said property was purchased by the said Norman L. Bartgis and wife, at mortgagee's sale in No. 7955 Equity, at ---------- and for the sum of one thousand dollars.

2. That notwithstanding the fact that said application for loan is in excess of the purchase price paid for said property at said forced sale, the security offered is ample, good and sufficient, the property having heretofore been mortgaged for a like sum, on first mortgage, and in the meantime been greatly improved by the mortgagors, prior to said sale. Your trustee therefore respectfully prays that she be permitted through order of this Court, to loan the

said sum of fifteen hundred dollars as aforesaid, without expense to this estate.

And she will ever pray, etc.

Jno. S. Strahorn

Solicitor for Trustee, Petitioner.

State of Maryland, Anne Arundel County, Sct.

I hereby certify, that on this 27" day of May, in the year 1940, before me, the subscriber, a Notary Public of the said State, in and for the said County, personally appeared the above named Della Darby, Trustee, and made oath in due form of law that the matters and facts set out and alleged in the foregoing petition are true, as therein stated, to the best of her knowledge, information and belief

WITNESS my hand and Notarial Seal, the day and date last hereinabove set out.

(NOTARIAL SEAL) Clara M. Howard

Notary Public.

The undersigned, residents of the vicinity of the Bartgis Home Place in the 2nd Election District of Anne Arundel County, hereby certify, that they are familiar with the said property set out in the within petition of Della Darby, Trustee, and that they consider the same good and sufficient security for a first mortgage loan of Fifteen Hundred Dollars.

Mrs. John W. Hall

Filed June 3rd. 1940 Russell B. Newlen

ORDERED, this 4th day of June, 1940, by the Circuit Court for Anne Arundel County, IN EQUITY, on the foregoing petition of Della Darby, Trustee, and the certificate of the two persons above named, that the said Trustee be, and she is hereby authorized to loan on first mortgage on the said property the said sum of $1,500.00, without expense to the said Estate.

Ridgely P. Melvin Judge.

Filed June 4th. 1940.

TRUSTEE'S PETITION TO WITHHOLD EXECUTION.

To the Honorable, the Judge of the said Court.

The petition of Della Darby, Trustee in the above entitled case, respectfully shows:

1. That on the 18th day of July, 1940, she recovered final judgment of condemnation against the interest in the above estate of Stanley G. Bartgis, he being one of the devisees under the will of said deceased; for the sum of $3,288.75, with interest from said date, and costs of suit, in No. 25 Trials, July Term, 1940, in the Circuit Court of this county.

2. That the said interest of said defendant, Stanley G. Bartgis, in the said estate is probably much greater than the said sum due under said judgment, as will appear by reference to the pleadings in said suit, No. 25 Trials, July Term, 1940; provided the said judgment debtor, Stanley G. Bartgis, survive the life tenant, his Mother, Annie E. Bartgis.

3. That she is advised that she may issue execution on said judgment, and sell said interest of the said defendant, Stanley G. Bartgis, at public sale to the highest bidder.

4. Your petitioner shows, however, that in order to avoid the possibility of financially injuring said devisee, and, or, sacrificing any remaining interest in the said estate, which may ultimately, after the satisfaction of said judgment, become payable to him in the event that he survive his Mother, Annie E. Bartgis, the said life tenant therein; and all the time desiring to do equity in the premises; your petitioner respectfully prays the Court to pass an

order herein, authorizing and directing her to withhold execution on said judgment, until such time in the future as may seem desirable, or necessary to the protection of this estate; to the end, that if the said Stanley G. Bartgis do and shall survive his Mother, then, any excess sum due him out of this estate, over and above the amount of said judgment, with accrued interest and costs, may be paid to him when final distribution is made in this estate.

And she will ever pray, etc.

Jno. S. Strahorn

Filed July 19th. 1940. Solicitor for Trustee.

ORDERED, this 22 day of July, 1940, by the Circuit Court for Anne Arundel County, IN EQUITY, on the foregoing petition of Della Darby, Trustee, that the said Trustee, be, and she is hereby, authorized and directed to withhold execution on the said judgment against the said Stanley G. Bartgis as set out in the above petition, until the further order of the Court in the premises.

Ridgely P. Melvin

Filed July 22, 1940

PETITION OF TRUSTEE TO UNITE IN 2 DEEDS

To the Honorable, the Judge of the said Court:

The petition of Della Darby, Trustee, respectfully shows:

1. That Chesterfield Owens, et al., mortgagors under two mortgages held by her as Trustee, dated May 4, 1936, and recorded in Liber F. A. M. No. 154, fo. 533; and March 26, 1931, recorded in Liber F.S.R. 83, fo. 334, have sold two unimproved portions of the mortgaged premises; one of two acres, and one of ten acres, at and for the price of $45.00 per acre; and they offer to pay off the sum of $400.00 on their said mortgages, provided your petitioner as the holder thereof unites in the deeds therefor, in order to release said two tracts of land from said liens.

2. That your petitioner believes the remaining portion of said whole property to be full and ample security for the remaining $700.00 which will then be due under the said mortgages; and she respectfully prays the Court to sign an order herein, authorizing her to unite in the deeds therefor, without expense to her, upon payment to her, and not before, of said sum of $400.00, and accrued interest to date.

Respectfully submitted.

Della Darby
Trustee

Jno. S. Strahorn
Solicitor.

ORDERED, this 10th day of August, 1940, by the Circuit Court for Anne Arundel County, In Equity, that Della Darby, Trustee, be and she is hereby authorized to unite in said two deeds as prayed, upon payment to her, and not before, of the said sum of $400.00, on account of the principal sum now due on the said mortgages.

Ridgely P. Melvin Judge.

Filed August 10", 1940.

PETITION FOR LEAVE TO LOAN $1600.00.

To the Honorable, the Judge of the said Court.

The petition of Della Darby, Trustee in the above entitled case respectfully shows unto your Honor:

1. That she has an application for a loan of $1,600.00, on first mortgage on improved

real estate in the 4th District of this County, lying between the old W. B. & A., Railroad right-of-way, and the new State Road, close by Naval Academy Junction, which the proposed mortgagors, Waters A. Smith and Nellie M. Smith, his wife, are now occupying and buying from the McHenry Street Building and Loan Association No. 1, of Baltimore City, at and for the price of $2,500.00, they paying the balance of $900.00 in cash therefor.

2. That your petitioner believes the security offered for the said loan to be good and sufficient, and she attaches hereto certificate of R. R. Darby and Mrs. Martha Hall, certifying that in their option said loan is a good one.

Your petitioner therefore respectfully prays that she be permitted by order of this Court hereon to so loan the said sum of money, without any expense to this estate.

And she will ever pray, etc.

Jno. S. Strahorn

Solicitor for Petitioner.

ORDERED, this 16th day of January, 1941, on the foregoing petition of Della Darby, Trustee, and the certificate of two persons thereto attached, by the Circuit Court for Anne Arundel County, IN EQUITY, that Della Darby, Trustee, be, and she is hereby, authorized to loan the sum of Sixteen Hundred Dollars ($1,600.00) on first mortgage as prayed in said petition.

Ridgely P. Melvin Judge.

Odenton, Maryland, January 14, 1941.

The undersigned, residents of the 4th District of Anne Arundel County, hereby certify, that they are familiar with the property near Naval Academy Junction, now occupied by Waters A. Smith and wife, and which they are purchasing from The McHenry Street Building & Loan Association for the sum of twenty five hundred dollars ($2,500.00); and it is our opinion that a first mortgage loan of $1600.00 will be a safe investment, as we are advised Mrs. Della Darby, Trustee, contemplates making thereon, if approved by the Court.

Mrs. Martha Hall

R. R. Darby

Filed Jany. 16" 1941.

PETITION OF TRUSTEE TO SURRENDER CERTIFICATES ETC.

To the Honorable, the Judge of the said Court:

The petition of Della Darby, Trustee in the above entitled case duly appointed and qualified, by John S. Strahorn, her Solicitor, respectfully shows:-

1. That among the assets in her hands belonging to this Trust Estate, are the following:

(a) Certificate No. 999 for 28 shares of the capital stock of the Annapolis and Esatport Building Association of the City of Annapolis, issued, on the 5th day of October, 1928, to the said Charles W. Bartgis, and

(b) Certificate number 1160 for 30 shares of the said Annapolis and Eastport Building Association, issued, on the 2nd day of August, 1932, to the said Charles W. Bartgis.

2. That these two certificates of stock have been carried in this estate in the name of the said Charles W. Bartgis, and your petitioner shows:

That all the assets of the said Building Association have been transferred and taken over by the First Federal Savings and Loan Association of Annapolis as the successor to the said

Annapolis and Eastport Building Association; and, in order to have the said two certificates cancelled and other issued in their stead in the said First Federal Savings and Loan Association, it is necessary that an order of this Honorable Court be had, directing that said two certificates be cancelled, and other issued in their stead, to your petitioner, Della Darby, Trustee.

Your petitioner, therefore, respectfully prays, that an order be passed in the premises, directing:

(a) that said certificates be surrendered, and

(b) that other certificate or certificates be issued in lieu thereof, to Della Darby, Trustee of the Estate of Charles W. Bartgis, deceased.

And she will ever pray, etc.

Jno. S. Strahorn

Filed Jany. 10" 1942. Solicitor for Della Darby, Trustee.

ORDERED, this 12th day of January, 1942, by the Circuit Court for Anne Arundel County, IN EQUITY, and by the authority thereof, on the foregoing petition of Della Darby, Trustee of the Estate of Charles W. Bartgis, deceased, that the within named certificates of the Annapolis and Eastport Building Association shown among the assets of this Estate, as set out in the within petition, be surrendered by the said Trustee, to the First Federal Savings and Loan Association, successor to the said Annapolis and Eastport Building Association; to the end that other share or shares be issued in lieu thereof by and in the said First Federal Savings and Loan Association; in the name of Della Darby, Trustee of the Estate of Charles W. Bartgis, deceased.

Ridgely P. Melvin, Judge.

Filed January 12" 1942.

PETITION OF TRUSTEE TO RELEASE MORTGAGE OF Norman L. Bartgis & wife

To the Honorable, the Judge of the said Court.

The petition of Della Darby, Trustee in the above entitled case respectfully shows:

1. That among the assets of this estate is a mortgage for the sum of $1,500.00., from Norman L. Bartgis and Nettie I. Bartgis to your petitioner, loaned them under previous order of this court; said mortgage being dated the 17th day of June, 1940, and recorded in Liber J.H.H. No. 220 folio 119, etc.

2. That the said Norman L. Bartgis is now deceased, and his wife, the said Nettie I. Bartgis who now owns said property has sold the same and desires to pay off the said mortgage, or any balance now due thereon, and your petitioner respectfully prays that an order be passed herein, authorizing her to release the same, upon payment to her, and not before, of all the money, including interest, now due her as such Trustee.

And she will ever pray, etc.

Jno. S. Strahorn

Filed Feb'y 5" 1942. Solicitor for Trustee.

ORDERED, this 6th day of February, 1942, by the Circuit Court for Anne Arundel County, IN EQUITY, on the above petition of Della Darby, Trustee, that the said Trustee be and she is hereby authorized to release the said mortgage mentioned in said petition, upon payment to her of all the money due her under said mortgage, both principal and interest, whether the said mortgage has matured or not.

Ridgely P. Melvin Judge.

Filed Feb'y 6" 1942.

PETITION OF TRUSTEE TO UNITE IN DEED

To the Honorable, the Judge of the said Court.

The petition of Della Darby, Trustee in the above entitled case, respectfully shows:-

1. That among the assets of this estate is a mortgage balance of $700.00, due from Chesterfield Owens, et al, dated the 4th day of May, 1936, and recorded in F. A. M. No. 154, folio 533; said mortgage covering residue of 80 acres and improvements in the 8th Election District of Anne Arundel County; assessed as follows:

Land,	$1,210.00
Dwelling,	600.00
Barn,	275.00
Tenant house,	250.00
	$2,335.00

2. That the said mortgagors have sold a portion of said real estate, consisting of about five acres, more or less, together with a small tenant house, for the sum of $445.00, and said mortgagors offer to pay the sum of $100.00 on account of said balance of $700.00, in return for a partial release of the said mortgage, to be shown by the Trustee joining in the conveyance thereof to the purchasers.

3. That your petitioner believes that the balance of said property, to wit, seventy five acres and principal improvements, is good and sufficient security for the remaining sum of $600.00 then due on said mortgage; and she therefore respectfully prays, that she be authorized to unite in the deed for the conveyance of said tract of five acres more or less, for the purpose of releasing the said tract so to be conveyed from the lien of the said mortgage, upon the payment to her, and not before, and without any expense to this estate, of the said sum of One Hundred Dollars ($100.00).

And she will ever pray, etc.

Jno. S. Strahorn
Solicitor for Trustee.

Della Darby, Trustee (SEAL)

Filed July 6" 1942.

ORDERED, this 6th day of July, 1942, by the Circuit Court for Anne Arundel County, IN EQUITY, and by the authority thereof, that Della Darby, Trustee, be, and she is hereby, authorized to unite in the deed for the conveyance of the property mentioned in the within petition, upon the payment to her of the sum of $100.00 on account of the mortgage mentioned therein.

Ridgely P. Melvin, Judge.

Filed July 6" 1942.

PETITION TO ALLOW JUDGMENT IN AUDIT.

To the Honorable, the Judge of the said Court.

The petition of Della Darby, TRUSTEE, by John S. Strahorn, her solicitor, respectfully shows:

1. That the trust estate herein is now in course of final distribution, under the terms of the will creating the same, the cestue que trust, Annie E. Bartgis, having died on or about the 8th day of January, 1944.

2. That among the assets of this trust estate, is a final judgment in attachment against the share of Stanley G. Bartgis, one of the residuary devisees, condemning a portion of his share, being Nos. 24 and 25 Trials, July Term, 1940, in this court, in the sum of $3,288.75,

with interest from the 18th day of July, 1940, and costs of suit; certified copies of which suit are filed herewith as a part hereof, marked Exhibits A. and B., and as will further and more fully appear by reference to the papers in this case, and particularly, the 4th Report of this Trustee filed under Rule 20 herein on the 4th day of November, 1940.

3. That the said Stamley G. Bartgis survived his mother, the said Annie E. Bartgis, and, under the terms of the will of the said Charles W. Bartgis, he is entitled to receive one third (1/3rd) of the net residuary estate, as set out in sub-paragraph "E" of the 3rd paragraph of the will of said Charles W. Bartgis, filed herein as Exhibit No. 1 with the bill of complaint in this case.

4. That, by order of this court, passed herein on July 22, 1940, on the petition of this trustee, execution on the said final judgment was postponed until the further order of this court in the premises, for the reasons therein in said petition recited.

Your petitioner, therefore, respectfully prays the court to pass an order herein and he reon, in lieu of an order directing execution to be issued on said judgment, directing the Auditor of this Court, when stating the final audit herein making final distribution of the assets of this trust estate to the parties shown to be entitled thereto under the will of the said Charles W. Bartgis, including the said judgment debtor, Stanley G. Bartgis, to charge against any interest of said judgment debtor the said judgment, with interest and costs; to the end that, any share shown to be payable to the said Stanley G. Bartgis may be subject herein to the payment first of the said judgment, interest and costs.

And your petitioner will ever pray, etc.

Jno. S. Strahorn, Solicitor for
Della Darby, TRUSTEE.

ORDERED, this 17th day of March, 1944, by the Circuit Court for Anne Arundel County, IN EQUITY, and by the authority thereof, on the foregoing petition of Della Darby, Trustee, that the auditor, when stating the final audit herein distributing this estate, charge against any share in said estate found to be due Stanley G. Bartgis, as a residuary distributee under the will of Charles W. Bartgis, the amount shown herein to be due on the judgment of this trustee against the said Stanley G. Bartgis, Nos. 24 and 25 Trials, July Term, 1940, including interest thereon from July 18th, 1940, and costs of suit; And it is further ORDERED, by the aurgority aforesaid, that the said Trustee be, and she is hereby, relieved from issuing execution on said judgment, but that she proceed to collect the same through the final settlement now to be made herein to the residuary devisees in this estate through the audit to be hereafter filed herein.

Ridgely P. Melvin,
Chief Judge.

Filed March 17" 1944.

PETITION TO HAVE PAPERS REFERRED TO AUDITOR FOR FINAL DISTRIBUTION ETC.

To the Honorable, the Judge of the said Court.

The petition of Della Darby, TRUSTEE, by John S. Strahorn, her solicitor, respectfully shows.

1. That, as will fully appear by reference to the will of the said Charles W. Bartgis, filed herein as Exhibit No. 1 with the bill of complaint on the 14th day of August, 1936, Annie E. Bartgis, was named as cestui que trust thereunder, to receive the net income derived from

the trust established by said will in her favor, for and during the term of her natural life, and after the death of said Annie E. Bartgis, widow, and after the payment of certain specific devises "A" "B" "C" and "D" shown in paragraph (3) of said will, the residuary estate was to be divided equally between Altie Nicholson, Della Darby and Stanley G. Bartgis, if they or any of them survived the said Annie E. Bartgis, their Mother, who died on the 8th day of January, 1944.

2. That the devise "C" set out in the above paragraph 1 of this petition to Norman L. Bartgis, a son of the testator, was contingent upon his surviving his mother, the said Annie E. Bartgis. That the said Norman L. Bartgis predeceased his mother, he having died on the 29th day of December, 1941; whereby, under the terms of the said will, the said devise of $1,500.00 to the said Norman L. Bartgis lapsed, and became a part of the residuary estate of said Charles W. Bartgis, and payable as a part thereof to the said Altie, Della and Stanley, all of whom survived their Mother, the said Annie E. Bartgis and are now living, in equal shares. And your petitioner further shows that Russell Bartgis, as a devisse in "D" of said specific devises survived his Mother, and is now living.

3. That this estate, now for final distribution, is fully and at large set out in the 8th and final Report of the Trustee filed herein under Rule 20 on the 18th day of February, 1944, reference being hereby made to said Report for particularity.

4. That as will fully appear by reference to the first paragraph of sub-paragraph "(3)" of said will, upon the death of the said cestue que trust, the trustee herein was directed to convert all of this estate "into money or its equivalent" and then divided the same as above herein set out.

Your petitioner shows to the Court, that Della Darby, and Altie Nicholson two of the said three residuary devisees herein, are ready and willing to accept in lieu of cash and as a part of their respective shares herein, the Clark, Smith and Owens mortgages shown in the said 8th Report, and as well, the Potomac Edison stock; the First Federal S. & L. Assoc. certificate; the Jefferson Hotel, St. Leonards Apartment and The Ludy Hotel certificates; the Western Maryland Trust Company Liquidating Corporation certificates; the W. B. & A. Corporation stock; the County Trust Company Stock, and the Arundel B. & L. Association stock, at an appraised valuation to be determined by an appraiser to be appointed by this court for that purpose.

Your petitioner, therefore, respectfully prays the Court to pass an order in the premises, referring the papers in this case to the Auditor of this Court, with direction to state an audit herein, distributing the said estate in accordance with the terms of the will creating this trust.

And as well, a further order herein, dispensing with the necessity of converting the securities herein into cash or its equivalent, and permitting them to be accepted by the said two residuary devisees who have agreed to accept the same as a part of their residuary shares of this estate, as set out in the second paragraph of paragraph four (4) of this petition; and in furtherance thereof, that your petitioner be permitted through the order of this court to employ Mr. D. J. Thompson, Cashier of the County Trust Company, to make an appraisal of said securities, to be filed herein, showing the fair market value thereof.

And your petitioner will ever pray, etc.

Jno. S. Strahorn

Solicitor for Della Darby, Trustee.

ORDERED, this 17th day of March, 1944, by the Circuit Court for Anne Arundel County, IN EQUITY, and by the authority thereof, on the within petition of Della Darby, Trustee, that the papers in this case, be, and they are hereby, referred to the Auditor of this Court to state a final distribution account herein in accordance with the terms of the will of Charles W. Bartgis, deceased.

And it is FURTHER ORDERED, by the authority aforesaid, that the sale of the securities herein as set out in paragraph four (4) of the said petition be dispensed with, and that the said securities be awarded to the said Della Darby and Altie Nicholson at their appraised value in lieu of cash; and it is further ORDERED, that Mr. D. J. Thompson, Cashier of the County Trust Company be, and he is hereby, appointed appraiser to make appraisal of the said securities, the same when completed to be filed herein for the use of the Auditor of this Court in distributing this estate.

Ridgely P. Melvin

Chief Judge.

Filed March 17" 1944

APPRAISAL OF SECURITIES.

COUNTY TRUST COMPANY OF MARYLAND
MEMBER FEDERAL DEPOSIT INSURANCE CORP. MEMBER FEDERAL RESERVE SYSTEM

ANNAPOLIS, MARYLAND

David S. Jenkins, Chairman
George E. Rullman, Attorney

Dennis J. Thompson, Cashier
Tilden O. Atwell, Asst.Cashier

April 1st, 1944.

Mr. John S. Strahorn, Atty.
160 South Street,
Annapolis, Maryland.

Dear John:

As requested by you, I beg to submit herewith an appraisal value of the following stock, mortgage certificates and mortgages:

STOCK

7 Western Maryland Trust Company in partial liquidation	@$7.50	$ 52.50
Peoples Liquidating Corporation	---	none
C. B. I. Peoples Liquiding Corporation		
(less dividends endorsed thereon	---	none
2 N.P.V. W.B.& A. Corp. (V.T.C.)	@10.00	20.00
3 Com. County Trust Company of Maryland	@ 7.50	22.50
67/100 Com. County Trust Company of Md.	@ 7.50	5.03
4 Pfd. Potomac Edison Company	@ 114.00	456.00
Share a/c First Federal Savings & Loan Assn.		2900.00
30 "C" Arundel Bldg. & Loan Assn. N.P.V.	@ 1.00	30.00
20 "C" Arundel Bldg. & Loan Assn. N.P.V.	@ 1.00	20.00
TOTAL		$3506.03

MORTGAGE CERTIFICATES

No. 43846 Mtge. Guarantee Company of $1300. interest in Jefferson Hotel Property, Atlantic City, N.J. at $70.00 per $100.00	$ 910.00
No. 41266 Mtge, Guarantee Company of $586.65 interest in St. Leonard's Apt. of Atlantic City, N.J.	5.87

No. 34385 Mtge. Guarantee Company of $1140. interest in		
Ludy Hotel Corporation, Atlantic City, N.J.(Now The Senator Hotel)	$	$ 798.00
		$1713.87

MORTGAGES

Chesterfield Owens, et al	
8th District, Anne Arundel County, Maryland	600.00
John W. Owens & Wife	
8th District, Anne Arundel County, Maryland	80.00
Ernest S . Clark 4th District, Anne Arundel County, Maryland	2500.00
Walters A. Smith & Wife 4th District, Anne Arundel County, Maryland	600.00
	$3780.00

RECAPITULATION

Total appraisal value of stock	$3506.03
Total appraisal value of Mortgage Certificates	1713.87
Total appraisal value of Mortgages	3780.00
	$8999.90

Respectfully submitted,

D. J. Thompson.

Filed April 3" 1944.

AUDITOR'S(CORPUS)REPORT AND ACCOUNT.

In the Matter of the Trust Estate of Charles W. Bartgis, deceased.

No. 7232 Equity.
In the Circuit Court for
Anne Arundel County.

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

CORPUS ACCOUNT

Dr. In the Matter of the Trust Estate of Charles W. Bartgis, deceased in ac. with Della Darby, Trustee

To Trustee for Commissions, as follows:		
1940 - 1/8 of 1% of $22,522.13	$ 28.19	$
1941 - 1/8 of 1% of $23,108.13	28.20	
1942 - 1/8 of 1% of $22,713.97	28.39	
1943 - 1/8 of 1% of $22,719.97	28.40	
1944 - 1/8 of 1% of $22,309.59 (7 months)	16.27	
Allowance for distribution - 1/2 of 1%		
of appraised value of corpus - $22,309.58	111.55	241.00
To Trustee for Court costs, viz:		
Auditor - stating this account	27.00	27.00
To Trustee for Expenses, viz:		
Capital-Gazette Press - publishing order nisi on this report	5.00	5.00

To Trustee for Distribution to Legatees of			
Charles W. Bartgis, as follows:			
To the Home for Incurables of Baltimore City	$ 500.00		
To Presbyterian Eye, Ear & Throat Charity			
Hospital, Baltimore	500.00		
To Russell Bartgis, son	1,500.00		$ 2,500.00
Balance for distribution by Trustee in accordance with the Will of Charles W. Bartgis		$19,536.59	
Distributed as follows:			
To Altie Nicholson, daughter - one-third	6,512.20		
To Della Darby, daughter - one-third	6,512.20		
To Stanley G. Bartgis, son -one-third,			
payable as follows:			
To Della Darby, Trustee - in full settlement of			
#25. Trials, July Term, 1940, viz:			
Debt -	$3,288.75		
Interest from 7/18/40			
to 4/18/44	739.97		
Costs	14.00		
Costs (#24 Trials)	10.25		
Certified copies	2.00	4,054.97	
To Stanley G. Bartgis - this balance		2,457.22	19,536.59
			$22,309.59

Cr. Aug. 11, 1936	Appraised value of estate received by			
	Trustee from Executrix, as follows:			
	Securities		$14,088.52	
	Cash		3,352.52	
	Real Estate		1,000.00	$18,441.04
Apr. 1, 1944	Appraised value of estate as follows:			
	Securities (stock)	$3,506.03		
	Mortgage Certificates	1,713.87		
	Mortgages	3,700.00		
	Cash	9,360.97		
	Bartgis judgment	3,288.75		
	Interest thereon	739.97	22,309.59	
	Net gain in corpus			3,868.55
				$22,309.59

ORDER NISI.

ORDERED, This 17th day of April, 1944, That the Corpus 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 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 19th., day of May next.

John H. Hopkins, 3rd., Clerk.

CERTIFICATE OF PUBLICATION Annapolis, Md., May 11, 1944.

We hereby certify, that the annexed Order Nisi - Equity No. 72__ - Charles W. Bartgis - Corpus Report & Acct. 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 19th day of May, 1944. The first insertion being made the 20th day of April, 1944.

THE CAPITAL -GAZETTE PRESS, INC.

By L. Watkins

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22nd day of May, 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.J.

AUDITOR'S (INCOME) 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.

INCOME ACCOUNT.

Dr. In the Matter of the Trust Estate of Charles W. Bartgis in ac. with Della Darby, Trustee

To Trustee for Commissions, viz:

10% on income received 1936-37	$ 91.16	
10% on income received 1937-38	93.60	
10% on income received 1938-39	98.70	
5% on income received 1939-40	49.05	
5% on income received 1940-41	49.47	
5% on income received 1941-42	51.00	
5% on income received 1943-44	26.51	$ 509.80

To Trustee for Court costs, viz:

Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	24.75	
Auditor -stating this account	18.00	52.75

To Trustee for Expenses, viz:

Clerk of Court - cost of filing tax appeal	4.00
Clerk of Court - recording two assignments	1.50
Clerk of Court - costs Bartgis attachment case	32.20
Clerk of Court - certified copies	2.00
Register of Wills - transfer certificate	1.50
Noah A. Hillman - auditor's fees (Rule 20)	8.00
Laura R. Jickling - " " 1939-1943 "	40.00
John S. Strahorn -fee for legal services from 8/11/36 to 8/11/43, as per orders of Court	225.00

John S. Strahorn - fee for legal services incident to final distribution, as per order of Court of 4/3/44	$ 100.00	
D. J. Thompson - appraiser's fee	10.00	
Capital -Gazette Press - order nisi on this account	5.00	$ 429.20
To Trustee for payments of income made to Annie E. Bartgis from 8/11/36 to 1/8/44, as per annual reports/ filed		5,187.30
To Estate of Annie E. Bartgis - this balance of income due as of 1/8/44		1,168.97
Income received by Trustee subsequent to death of Annie E. Bartgis - $39.38 Distributed as follows:		
To Altie Nicholson - one-third	13.13	
To Della Darby - one-third	13.13	
To Stanley G. Bartgis - one-third	13.12	39.38
		$7,387.40

Cr.

Aug. 11, 1936			
Aug. 24, 1937	Income reported by Trustee	$ 911.16	
Sept. 6, 1938	Income reported by Trustee	935.95	
Sept. 6, 1939	Income reported by Trustee	987.07	
Nov. 4, 1940	Income reported by Trustee	980.97	
Oct. 16, 1941	Income reported by Trustee	989.45	
Sept. 5, 1942	Income reported by Trustee	1,020.13	
Aug. 10, 1943	Income reported by Trustee	1,006.32	
Mar. 17, 1944	Income reported by Trustee	490.72	$7,321.77
Apr. 3, 1944	Income received by Trustee subsequent to death of Annie E. Bartgis		39.38
Apr. 15,	Refund costs advanced by Trustee in #24 and #25 Trials, July Term, 1940 attachment on judgment against Stanley G. Bartgis	26.25	
			$7,387.40

ORDER NISI.

ORDERED, This 17th., day of April, 1944, That the Income 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 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 19th., day of May next.

Filed April 17" 1944. John H. Hopkins, 3rd., Clerk.

CERTIFICATE OF PUBLICATION Annapolis, Md., May 8", 1944.

We hereby certify, that the annexed Order Nisi - Equity 7232 - Charles W. Bartgis - Income

Report & Acct. 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 19th day of May, 1944. The first insertion being made the 20th day of April, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By L. Watkins.

Filed May 11" 1944

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22nd day of May, 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 porceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, C.J.

Filed May 22" 1944.

In the Matter of the Trust Estate	:	No. 6327 Equity.
of	:	In the Circuit Court for
Isabel H. Wilmer	:	Anne Arundel County.

Petition and Order of Court for Court to assume jurisdiction of Trust Estate.

To the Honorable, the Judges of said Court:

The Petition of Joseph R. Wilmer, Annie Wilmer and Pere A. Wilmer, Trustees respectfully shows unto your Honors:

1. That Isabel H. Wilmer, late of Anne Arundel County, Maryland, departed this life on or about the first day of November, 1931, seized of valuable real and personal property, and leaving a last will and testament, dated the seventh day of December, A.D. 1929, duly admitted to probate by the Orphans Court for said Anne Arundel County and recorded among the Testamentary Record Books of said County in Liber G.T.C. No. 1 folio 137, a duly certified copy whereof is filed herewith marked Exhibit No.1with petition.

11. That by her said Will, the said Isabel H. Wilmer, after the payment of debts and funeral expenses, and a bequest of One hundred dollars to Isabel H. Ogilby, and bequests of Two hundred and fifty dollars to each of her grandchildren Margaret Ailes Wilmer, Barbara Standish Ellsworth and Pere Wilmer Ellsworth, devised all the rest and residue of her estate, real and personal unto your petitioners Joseph R. Wilmer, Annie Wilmer and Pere A. Wilmer, in trust, for the purposes and upon the conditions and with the powers set out in said will.

111. That administration of the personal estate of said testatrix has been completed and the First and Final Account of your petitioners as Executors, filed and passed in the Orphans Court for Anne Arundel County on the 28th day of June 1932, which shows a balance due the estate of $31616.40, after the payment of all debts and claims filed against the estate, all costs and expenses of administration, and the payment of the legacies mentioned in said Will, an inventory whereof is filed herewith, as also an inventory of the real estate as appraised in said estate.

1V. That your trustees desire to immediately set up the trust of $30,000. provided in said Will for the support and maintenance of Natalie a daughter of testatrix and as soon as possible without a sacrifice of the real estate to set up the second trust of $20,000. provided in said will.

V. Your petitioners desire to bring into this Court said trust estate and have the same administered under its jurisdiction, and to that end prays the Court to pass such order as may be proper in the premises.

And as in duty etc.

J. R. Wilmer

Anne Wilmer

Pere Wilmer Trustees

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this twelfth day of August in the year Nineteen hundred and thirty-two before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Joseph R. Wilmer, Annie Wilmer and Pere A. Wilmer and they made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein set forth.

Witness my hand and seal Notarial,

(NOTARIAL SEAL) Myrtle Sturm,

Notary Public.

Ordered by the Circuit Court for Anne Arundel County in Equity this 15th day of August in the year, 1932, that this Court hereby assumes jurisdiction of the Trust Estate of Isabel H. Wilmer, deceased, Joseph R. Wilmer, Annie Wilmer and Pere A. Wilmer, Trustees, created under the last will and testament of said deceased.

And it is further ordered that said Trustees file in this Court a bond to be approved by the Clerk thereof in the penalty of Thirty Thousand Dollars conditioned for the faithful discharge of their said trust.

Robert Moss, A.J.

Filed August 15" 1932.

COPY OF WILL EXHIBIT No. 1 with PETITION.

I, Isabel H. Wilmer, of Edgewater, Anne Arundel County, Maryland, being of sound and disposing mind and memory, do hereby make, publish and declare this to be my last will and testament; hereby expressly revoking all wills and codicils thereto by me at any time heretofore made.

Item 1. I direct the payment, by my executors hereinafter named, of all my just debts and funeral expenses, as soon after my death as reasonably may be.

Item 2.I give and bequeath unto my niece and namesake, Isabel H. Ogilby, the sum of One Hundred dollars.

Item 3. I give and bequeath unto each of my grandchildren Margaret Ailes Wilmer, Barbara Standish Ellsworth and Pere Wilmer Ellsworth the sum of Two hundred and fifty dollars.

Item 4. All of the rest, residue and remainder of my estate, real and personal, I give, devise and bequeath unto my trustees, hereinafter named, in trust, nevertheless, to sell so much and such parts thereof, (other than the dwelling house on the farm property at Edgewater, Maryland, and such amount of land surrounding the same as may be reasonably required for its comfortable enjoyment by my husband during his lifetime, or until he remarrie_, as hereinafter stated), as may be or become necessary to create the two certain trust funds below mentioned; and with full discretionary powers of investment and re-investment; to collect all revenues and incomes arising therefrom; and, after paying such costs, charges and expenses as my said trus-

tees may deem proper or necessary in the administration of this trust, to convey, dispose of, divide, use and apply the same, corpus and incomes, as follows, that is to say:

(a) To create and set aside a fund of $30,000., and to use and apply the incomes arising therefrom, or so much thereof as to my said trustees may seem requisite and proper to the comfortable support and maintenance of my daughter, Natalie, for and during the term of her natural life; any surplus remaining to be paid to my daughter Annie Wilmer for and during her unmarried life, and or during the life of Natalie.

(b) To create and set aside a fund of $20.000., and to pay over the income arising therefrom to my daughter Annie, for her support and maintenance, for and during the term of her natural life.

(c) To permit my beloved husband, Joseph R. Wilmer, for and during the term of his natural life, or until he remarries, to use and occupy the certain dwelling house on the farm property at Edgewater, Maryland, hereinbefore referred to, and so much of the land surrounding the same as may be reasonably required for its comfortable enjoyment by him as a place of country residence, together with such other parts of said farm property as may remain unsold, and until sold and until he remarries, the property so hereby provided for his use and enjoyment shall be disposed of under the provisions of sub-paragraph (d) hereof, post;

(d) Subject to the foregoing provisions (a), (b) and (c) the remainder of my property and estate real, personal and mixed, shall be divided among my three children as follows, two-thirds to Annie absolutely and forever and one-third to be divided between Frederica and Pere A. absolutely and forever; the child or children of any deceased child to take the share of its or their deceased parent or parents.

(e) Upon the death of my said daughter, Annie the corpus of the certain trust fund of $20,000. (sub-paragraph (b) supra) shall be equally divided between my two children Frederica and Pere A. Wilmer, and, upon the death of my said daughter, Natalie, the said trust fund of $30,000., (sub-paragraph (a) supra) shall be equally divided among my said three children, Annie, Frederica and Pere A. Wilmer, the child or children of any deceased child to take the share of its or their deceased parent or parents would have taken if living at the time of the distribution.

Item 5. I hereby constitute and appoint my husband, Joseph R. Wilmer, my daughter Annie, and my son, Pere A. Wilmer to be the executors of this my will, as well as trustees of the certain trusts hereinabove created; and I hereby give to my said executors and to my said trustees full power and discretion in the management and control of my estate, with the right and power to sell all or any portion thereof which they may deem necessary or advisable for the payment of my just debts or the advantageous settlement of my estate, and the management of my trust estate and the creation of the several trust funds herein provided; and no purchaser from said executors or from my trustees shall be under any obligation to see to the application of the purchase money. Wherever in this will I have used the words executors or the word Trustees the same shall be taken to mean those hereinabove named as such, or, in case of the death, inability, or refusal to act of any thereof, the others or other, (if but one) alone.

In Witness whereof, I have hereunto set my hand and affixed my seal this Seventh day of December, A.D. 1929.

Isabel H. Wilmer (SEAL)

Belle H. Wilmer ____

Signed, Sealed, Published and Declared by the above named testatrix, Isabel H. Wilmer, as and for her last will and testament in our presence and in the presence of each other, who at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses on the day and year last hereinabove written.

Louise E. Perry

Myrtle Sturm

Nicholas H. Green

Anne Arundel County, Ss:

On the 13th day of November, 1931 came Nicholas H. Green and made Oath in due form of law, that he does not know of any Will or Codicil of Isabel H. Wilmer late of said County, deceased, other than the above instrument of writing, and that he obtained the same from testarix' safe deposit box in the Farmers National Bank Testatrix departed this life on the 1st day of November, 1932. Sworn to before the Subscriber.

Test: Geo. T. Cromwell

Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 13th day of November, 1931 came Myrtle Sturm and Nicholas H. Green two of the subscribing witnesses to the aforegoing last Will and Testament of Isabel H. Wilmer late of said County, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they together with Louise E. Perry subscribed their names as witnesses to this Will in her presence, at her request and in the presence of each other.

Sworn to before the subscriber,

Test: Geo. T. Cromwell

Register of Wills for Anne Arundel County.

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Isabel H. Wilmer, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 17th day of November, 1931, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Isabel H. Wilmer, deceased.

Judges (Maynard Carr, Owain E. Owens, William B. Elliott)

STATE OF MARYLAND Anne Arundel County

I. ODEN B. DUCKETT, 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 Isabel H. Wilmer also proof of Witnesses and order of probate late of said County, deceased, same being taken from Wills Liber G.T.C. 1 folio 137 ect. recorded and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this

15th day of August in the year of our Lord, nineteen hundred and thirty-two

(COURT SEAL) Geo. T. Cromwell

Register of Wills for Anne Arundel County.

Filed August 15" 1932.

BOND.

KNOW ALL MEN BY THESE PRESENTS, that we Joseph R. Wilmer Anne Wilmer and Pere Wilmer of Anne Arundel County, Maryland the the American Bonding Company of Baltimore, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirty thousand dollars, current money, to be paid to the State of Maryland aforesaid, to which payment, well and truly to be made and done, we bind ourselves and every of us, our and every of our heirs, Executors, Administratorsm successors and assigns, in the whole, and for the whole, jointly and severally, firmly by these presents, sealed with our seals, dated this 20th day of September, Nineteen hundred and thirty-two.

Whereas the said Joseph R. Wilmer, Anne Wilmer and Pere Wilmer were appointed by the last will and testament of Isabel H. Wilmer, Trustee of her estate for the purpose and upon the conditions and confidences in said will set out.

And Whereas, The Circuit Court for Anne Arundel County by its order passed on the 15" day of August in the year Nineteen hundred and thirty-two assumed jurisdiction of said trust and provided for the filing of this Bond.

Now the condition of the above obligation is such that if the said Joseph R. Wilmer Anne Wilmer and Pere Wilmer shall well and faithfully perform the trust reposed in them by said will and shall well and faithfully execute and comply with any further decree or order in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of Clare M. Green

J. R. Wilmer (SEAL)

Anne Wilmer (SEAL)

Pere Wilmer (SEAL)

Test: Myrtle Sturm, Agent.

(CORPORATE SEAL) AMERICAN BONDING COMPANY OF BALTIMORE

By: Myrtle Sturm

Nicholas H. Green

Attorneys.

Filed Sept. 20th. 1932.

INVENTORY OF REAL ESTATE.

70 ACRES of land and improvements on South River, Anne Arundel County, Maryland	$21,000.00
Lot and dwelling in Ormond, Fla.	3,500.00
Lot on Ocean Front Daytona, Fla.	4,500.00
	$29,000.00

J. R. Wilmer

Anne Wilmer

Pere Wilmer

Filed Sept. 20" 1932.

INVENTORY OF PERSONAL ESTATE.

Inventory of Personal Estate to create Trust Estate of $30,000.00

Metropolitan National Bank, Washington, D.C.	
Savings Acct.	$10931.25
Drawing Account	685.54
Farmers National Bank	
Savings Account	1383.21
Crouch mortgage on No. 4 Randall Court	10000.00
First Trust Note C.E.& C.R. Wire	5000.00
" " " D.J. Dunegan Inc.	1000.00
" " " D. E. Bulloch	1000.00
	$30,000.00

J. R. Wilmer
Anne Wilmer
Pere A. Wilmer

Filed Sept. 20, 1932.

In the Matter of the Trust Estate
of
Isabel H. Wilmer, Deceased.

No. 6327 Equity
In the Circuit Court for
Anne Arundel County
As a Court of Equity.

PETITION OF SURVIVING TRUSTEES FOR RATIFICATION OF COMPROMISE. ORDER OF COURT THEREON.

To the Honorable, the Judges of the Circuit Court of Anne Arundel County, as a Court of Equity.

The Petition of Pere A. Wilmer and Anne Wilmer, Surviving Trustees under the last will and testament of Isabel H. Wilmer, deceased, respectfully shows to the Court:

1. That the testatrix, Isabel H. Wilmer, departed this life on the thirty-first day of October, A.D. 1931, and that, under the terms of her last will and testament dated December 18, 1929, Joseph R. Wilmer and your petitioners, or the survivor of them, were appointed trustees under certain trusts therein created; that the said Joseph R. Wilmer departed this life on the nineteenth day of April, 1933, leaving your petitioners as the two surviving trustees.

2. Among the assets of the said trust estate of said testatrix there was a certain promissory note executed by Edwin H. Crouch in the sum of $10,000.00, secured by a mortgage on certain real estate at Annapolis, Anne Arundel County, Maryland, known as No. 4 Randall Court. Default having been made in the payment of said promissory note, the aforesaid real estate securing the same was, on the 3rd day of January, A.D. 1933, sold at public auction and purchased by your Surviving Trustees for the sum of $5,000.00, leaving a balance, including interest, foreclosure costs, &c., subject to a decree in personam against the said Edwin H. Crouch, in the sum of $6,241.93.

3. Your Surviving Trustees engaged Karl F. Steinmann and Associates, Attorneys in Baltimore, Maryland, to prosecute their claim against the said Edwin H. Crouch for said deficiency. Various credit investigations of the said Edwin H. Crouch disclosed that he had no financial responsibility and that if the claim was reduced to judgment there was no property of the said Edwin H. Crouch known to your petitioners upon which a levy might be had in order to satisfy their said claim. After various negotiations between their attorneys, Karl F. Steinmann and

Asscciates, and the Attorney for the said Edwin H. Crouch, the said Edwin F. Crouch on July 26, 1934, offered to pay the sum of $2,500.00 in full settlement of the claim against him, in the manner following: $1,000.00 in cash, $1,000.00 on October 1, 1934, and the balance of $500.00 on November 1, 1934. The said settlement being recommended by the attorneys for your petitioners, and your petitioners believing that it was for the best interests of said trust estate to accept said sum in compromise, authorized their said attorneys to accept the same in compromise; thereafter the said sum of $2,500.00 was collected by your petitioners' said attorneys, who deducted therefrom the sum of $250.00 as their fee for services rendered in connection with the matter, which said fee your petitioners believe to be a modest and reasonable one for the services rendered, and the balance of $2,250.00 was received by your petitioners, which said sum petitioners have placed with the assets of said trust estate.

4. Your petitioners believe that the said settlement made by them of the aforesaid claim was a reasonable and expedient one and for the best interests of said trust estate, and they therefore pray:

1. That the settlement of the $6,241.93 claim of the trust estate of Isabel H. Wilmer, deceased, against Edwin H. Crouch, for the net sum of $2,250.00 be ratified and confirmed, as in the best interests of said trust estate of said testatrix.

2. And for such other and further relief as the nature of the matter may require and to this Honorable Court seem meet and proper.

And, as in duty bound, your petitioners will ever pray, &c.

Pere A. Wilmer

Anne Wilmer

DISTRICT OF COLUMBIA, ss:

On this 7th day of December, A.D. 1936, came before me, a Notary Public in and for the District of Columbia, duly commissioned and qualified, Pere A. Wilmer of said District of Columbia, of Edgewater, Anne Arundel County, Maryland, Surviving Trustees of the estate of Isabel Wilmer, deceased, and made oath, in due form of law, that they have read the foregoing and annexed petition by them subscribed, and verily believe that the facts therein stated are true.

Pere A. Wilmer

SUBSCRIBED and sworn to before me this 7 day of December, A.D. 1936.

(NOTARIAL SEAL)

Louis M. Hewlett
Notary Public in and for the
District of Columbia.

STATE OF FLORIDA COUNTY OF VOLUSIA ss

On this 4th day of December, 1936, came before me, a Notary Public in and for the State of Florida at large, duly commissioned and qualified Anne Wilmer of Edgewater, Anne Arundel County, Maryland, Surviving Trustee of the Estate of Isabel Wilmer, deceased, and made oath, in due form of law, that she has read the foregoing and annexed petition by her subscribed, and verily believes that the facts therein stated are true.

Anne Wilmer

Sworn to and subscribed before me this 4th day of December, 1936.

(NOTARIAL SEAL)

Betty Bush Notary Public,
State of Florida at Large,

My com. expires: May 5th, 1939.

State of Florida County of Volusia ss.

I, I. WALTER HAWKINS, Clerk of the County of Volusia, and also Clerk of the Circuit Court within and for the aforesaid County and State, the same being a Court of Record, and having by law a Seal, and the officer authorized by the Laws of the State of Florida to make the following certificate, do hereby certify that Betty Bush, whose name is subscribed to the annexed instrument, and thereon written, and before whom the annexed acknowledgment, oath, proof and affidavit was taken, was at the time of taking such acknowledgment, oath, proof or affidavit a Notary Public in and for said County of Volusia, residing in said County, duly commissioned and sworn and authorized by law to take the same, and the officer duly authorized by the said State to take and certify the acknowledgment, oath, proof or affidavit of deeds or other instruments to be recorded in said State; and further that I am well acquainted with the handwriting of such officer and verily believe that the signature to such acknowledgment, oath, proof is genuine, and that full faith and credit are and ought to be given to all his official acts, and that an impression of the seal of such officer is not required by law to be filed in my office.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and the official seal of the Circuit Court at DeLand, Volusia County, Florida, this 4th day of December A.D., 1936.

(COURT SEAL) Walter Hawkins, Clerk

By J. D. Mathas Deputy Clerk.

Filed Jany. 12" 1937

ORDERED, THIS 11" day of JANUARY, A.D. 1937, by the Circuit Court of Anne Arundel County, as a Court of Equity, upon the foregoing petition of Pere A. Wilmer and Anne Wilmer, Surviving Trustees under the last will and testament of Isabel H. Wilmer, deceased, That the settlement of the $6,241.93 claim of the trust estate of Isabel H. Wilmer, deceased, against Edwin H. Crouch for the net sum of $2,250.00 be ratified and confirmed, as in the best interests of said trust estate of said testatrix.

Linwood L. Clark Judge.

Filed Jany. 11" 1937

PETITION FOR SUBSTITUTION OF CO-TRUSTEE, ASSENT, and ORDER OF COURT.

To the Honorable, the Judges of said Court:

The Petition of Anne Wilmer, co-trustee, by Noah A. Hillman, her Solicitor, respectfully represents:

1. That she and Pere A. Wilmer, her brother, are co-trustees in the above titled matter.

11. That she is unable to continue the responsibility of acting as co-trustee in this case and would like to be relieved of such duty.

111. That in her place and stead she suggests the name of C. F. R. Ogilby, Esq., a resident of Maryland and member of the Bar of this State, who is, by marriage, an uncle of the two beneficiaries of this estate.

To the end, therefore.

That this Honorable Court may pass an Order releasing the petitioner, Anne Wilmer, as co-trustee of this estate, and substituting in her place and stead C.F.R. Ogilby.

And as in duty bound, etc.

Noah A. Hillman

Solicitor for Petitioner.

I hereby consent to the resignation by Anne Wilmer of her co-trustee-ship in above titled case.

Witness:

James E. Black Pere A. Wilmer

I hereby consent to accept an appointment as co-trustee in above matter upon the passing of a proper Order by the Circuit Court for Anne Arundel County in Equity.

Witness: Richard Huhn D. F. R. Ogilby

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY STATE OF MARYLAND

In the Matter of THE ESTATE OF ISABEL H. WILMER, deceased

RESIGNATION OF TRUSTEE

The undersigned, Anne Wilmer, appointed one of the Trustees in the last will and testament of Isabel H. Wilmer, deceased, late of Edgewater, Anne Arundel County, Maryland, does hereby resign as such Trustee, and renounces and disclaims any further right to act as a Trustee under said decedent's will by virtue of her said appointment.

The undersigned further respectfully prays that C. F. R. Ogilby be appointed as a substituted trustee under the will of the aforesaid decedent, Isabel H. Wilmer, to act as such trustee in the place and stead of the undersigned.

IN TESTIMONY WHEREOF, the said Anne Wilmer hereunto subscribes her name this 20 day of February, 1939.

Anne Wilmer

In the Presence of:

Dorothy C. Woolard

ORDER OF COURT

ORDERED, this 7th day of March, 1939, by the Circuit Court for Anne Arundel County, in Equity, that Anne Wilmer, by and she is hereby discharged as co-trustee in this case; provided she file an account with the usual Order Nisi and that same be ratified. It is further ORDERED that C. F. R. Ogilby be and he is hereby appointed co-trustee with Pere A. Wilmer, in the place and stead of Anne Wilmer, said appointment to commence from the date of the accounting to be made by Anne Wilmer, co-trustee, and upon the filing of his bond for the same amount as at present.

Ridgely P. Melvin Judge.

Filed March 7" 1939.

BOND.

American Bonding Company of Baltimore

KNOW ALL MEN BY THESE PRESENTS, That we C. F. R. Ogilby of the City of Washington, in the District of Columbia, and the American Bonding Company of Baltimore, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirty thousand dollars, current money, to be paid to the State of Maryland, aforesaid, to which payment, well and truly to be made and done, we bind ourselves and every of us, our and every of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals dated this seventh day of April, nineteen hundred and thirty-nine.

Whereas, the Circuit Court for Anne Arundel County by its order passed on the 15th day of August in the year 1932 assumed jurisdiction of the trust Estate of Isabelle H. Wilmer and pro-

vided for the filing a bond.

And Whereas, the Circuit Court for Anne Arundel County by its order dated the 7th day of March, 1939, appointed C.F.R. Ogilby co-trustee with Pere A. Wilmer in the place and stead of Ann_ Wilmer.

Now the condition of the above obligation is such that if the said C.F.R. Ogilby shall well and faithfully execute and comply with any further decree or order in the premises then the above obligation to be void, otherwise to remain in full and force and virtue in law.

Signed, sealed and Delivered — C. F. R. Ogilby (SEAL)

In the Presence of — (CORPORATE SEAL) — American Bonding Company

Dorothy C. Woolard — By: Eugene P. Childs, Attorney.

Attest: Myrtle Sturm, Agent.

Filed April 11th. 1939.

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

No allowance has been made to the Trustees for commissions for the reason that commissions have been waived.

The several reports filed do not show payment by the Trustees of such items as bond premiums, auditor's fees, etc. Therefore, no allowance for these items has been made in this account.

The bank balance reported by the Trustees is $810.48 in excess of the net cash balance shown by the reports. The Auditor, therefore, has charged the Trustees with this amount ($810.48) as income to the estate not accounted for in the various reports filed.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Trust Estate of Isabel H. Wilmer in ac. with Pere A. Wilman and Anne Wilmer, Surviving Trustees.

		$
To Trustees for Court costs, viz:		
Plaintiff's Attorney's appearance fee	10.00	
Clerk of Court - costs	12.00	
Auditor - stating this account	49.50	$ 71.50
To Trustees for Expenses, viz:		
Capital-Gazette Press - order nisi on Auditor's Acct	5.00	
Chas. F. Lee & Co., Agt., insurance premijm	30.00	
Legal Expense - foreclosure of mortgage on #4 Randall Court	639.34	
Bank tax on checks	.68	675.02
To Trustees for Support and Maintenance of cestuis que trust - from Schedule A hereto attached		8,855.35
To Trustees for Taxes - from Schedule B hereto attached		1,080.20

To Trustees for investments made of the funds of this estate under Orders of Court of 10/11/32 and 9/14/38		23,075.64
This balance in the hands of Trustees as of 3/21/39		6,894.00
		$40,651.71
Balance cash in hands of Trustees	6,894.00	
Made up as follows:		
Income as per reports filed		972.86
Corpus		5,110.66
Income shown by Bank statements not accounted for by Trustees		810.48
		$6,894.00

SCHEDULE A

DISBURSEMENTS BY TRUSTEES FOR SUPPORT AND MAINTENANCE OF BENEFICIARIES

Total payments made to Anne Wilmer, Trustee, for the support and maintenance of the beneficiaries named in the Last Will and Testament of Isabel H. Wilmer from 6/9/33 to 3/21/39, as per Trustees reports filed		8,032.00
Total payments made to M. Gundry -(School) for care of beneficiary, from-6/9/33 to 3/21/39, as per Trustees reports filed		823.35
Total		$8,855.35

SCHEDULE B

PAYMENTS MADE BY TRUSTEES FOR TAXES:

Jan. 31, 1934 - C. Albert Hodges, County Treas. - 1934 taxes #4 Randall Place	$ 106.02	
May 26, 1935 - C. Albert Hodges, County Treas. - 1935 taxes on #4 Randall Place	111.94	
Jan. 21. 1936 -Jos. H. Pepper, County Treas.- 1936 Taxes, ibid	122.44	
May 28 1937 - Geo. F. Quade, City Treas. 1936 taxes, ibid	178.28	
May 20 . Jos. H. Pepper, County Treas. - 1937 taxes, ibid	122.13	
July 26 1938 - Jos. H. Pepper, County Treas. - 1938 taxes, ibid	115.94	
Jan. 10 1939 - Jos. H. Pepper, County Treas. - 1939 taxes, ibid	117.79	
Feb. 24 - Geo. F. Quade, City Treas., 1937 and 1938 taxes, ibid	205.66	
Total		1,080.20

SCHEDULE C

INVESTMENTS MADE BY TRUSTEES UNDER ORDER OF COURT AS FOLLOWS:

Loan to E. M. and C. P. Waite on first trust note, as per Order of 10/11/32	$ 6,500.00	$
Loan to F. S. Stitt, on first trust note, as per Order of 10/11/32	7,000.00	
Loan to D. C. Gruver on first trust note, as per Order of 9/14/38	4,500.00	
Loan to Cafritz Co., on first trust note, as per Order of 9/14/38	5,000.00	
Total	$23,000.00	
Accrued interest on Gruver and Cafritz notes to date of purchase	75.64	
Total investment		23,075.64

SCHEDULE D

AMOUNT OF PRINCIPAL PAYMENTS RECEIVED BY TRUSTEES

11/3/34	Edwin H. Crouch - amount paid in settlement of claim for deficiency decree	2,250.00	
8/13/35	D. E. Bullock - note	1,000.00	
10/14/35	C. P. & E. M. Waite - curtailment of note	500.00	
10/9/35	F. S. Stitt - curtailment of note	1,000.00	
8/19/38	C. E. & C. R. Wire - note	5,000.00	
12/1/38	C. P. & E. M. Waite - balance due on note	6,000.00	
	Total		15,750.00

SCHEDULE E

INCOME COLLECTED BY TRUSTEES

D. J. Dunnigan, Inc. - Interest on note of $1,000.00 from 5/14/32 to 11/12/38	370.00	
D. E. Bulloch - Interest on note of $1,000.00 from 7/9/32 to 8/13/35	185.83	
C. E. & C. R. Wire - Interest on note of $5,000.00 from 8/20/32 to 8/19/38	1,650.00	
F. S. Stitt - Interest on note of $7,000.00 from 9/30/32 to 9/30/38	2,161.67	
E. M. & C. P. Waite - Interest on note od $6,500.00 from 10/14/32 to 12/1/38	2,204.92	
D. C. Gruver - Interest on note of $4,500.00 to 12/6/38	123.75	
Rent from #4 Randall Court, Annapolis, Maryland, from date of purchase in 1933 to 3/21/39	3,895.06	
Total		10,591.23

SCHEDULE F

CORPUS OF ESTATE - MARCH 21, 1939

	Personal		
Cash - balance in hands of Trustees	$ 5,110.66	$	
F. S. Stitt - note	6,000.00		
D. C. Gruver - note	4,500.00		
D. J. Dunnigan, Inc. - note	1,000.00		
Cafritz Co. - note	5,000.00	21,610.66	
	Real		
Property designated as #4 Randall Court, Annapolis - purchase price 1/3/33		5,000.00	
	Net value of Corpus	$26,610.66	

Cr. Sept. 20 1932

Amount of cash received by Trustees as shown by inventory of personal estate	$13,000.00
Amount of principal payments received by Trustees by Trustees - from Schedule D, hereto attached	15,750.00
Amount borrowed from Executors of Isabel H. Wilmer, to complete investments (Waite and Stitt notes)	500.00
Amount of income payments received by Trustees - from Schedule E, hereto attached	10,591.23
Cash receipts not accounted for by Trustees, but shown by bank statement	810.48
	$40,651.71

ORDER NISI.

ORDERED, This 7th day of June, 1939, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 8th day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive Weeks before the 8th day of July next.

Filed June 7" 1939. John H. Hopkins, 3rd., Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12 day of July, 1939, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Filed July 12" 1939 Ridgely P. Melvin, Judge.

In the Matter of the Trust Estate of Isabel H. Wilmer — No. 6327 Equity, In the Circuit Court for Anne Arundel County

Petition to cancel bonds of Trustees and file joint bond, nunc pro tunc as of April 11, 1939, and Order of Court.

To the Honorable, the Judges of said Court:

The petition of Pere A. Wilmer and C. F. R. Ogilby, Trustees, in above titled matter,

respectfully represents:

1 That on the 7th day of March, 1939, a petition was filed in this Court by Anne Wilmer, formerly Co-trustee in this case, praying that she be released as a co-trustee and to substitute in her stead C. F. R. Ogilby; the Court passed an Order the same day appointing C.F.R. Ogilby, one of these petitioners, as Co-trustee with Pere A. Wilmer.

11 That in accordance with the Order of Court aforesaid, the Trustees Pere A. Wilmer and Anne Wilmer, filed an account, the same was audited by the Circuit Court Auditor and it was finally ratified on July 12, 1939.

111 That the petitioner, C. F. R. Ogilby, has been acting as co-trustee with the said Pere A. Wilmer, and he has filed a bond, which was duly approved on April 11, 1939. This bond, however, was an individual bond and not a joint bond with his co-trustee, Pere A. Wilmer.

1V That a bond was filed on September 20, 1932, in this case, by the original trustees in the sum of $30,000.00, which is the same sum named in the bond of the said C. F. R. Ogilby.

V That there appears to be two bonds in effect in this case whereas there should be only one, a joint bond of these present trustees, your petitioners.

To the end, therefore,

(a) That the bond of September 20, 1932, from the original trustees be canceled and declared null and void,

(b) That the bond of April 11, 1939, filed by the petitioner, C. F. R. Ogilby, be canceled and declared null and void, and

(c) That this Court pass an Order permitting your petitioners to file their joint bond as trustees in this cause for the sum of $30,000.00 and that the same be filed nunc pro tunc as of April 11, 1939.

And as in duty bound, etc.

Pere A. Wilmer
C.F.R. Ogilby
Trustees under the last will and
testament of Isabel H. Wilmer, Petitioners

Noah A. Hillman
Solicitor for Petitioners

ORDER OF COURT

ORDERED, this 13th day of October, 1939, by the Circuit Court for Anne Arundel County in Equity, upon the aforegoing petition that the bond of C. F. R. Ogilby, filed April 11, 1939, be and the same is hereby canceled and declared to be null and void; provided that the Trustees, Pere A. Wilmer and C. F. R. Ogilby, file their joint bond to be approved, in the sum of $30,000.00, which upon the filing and approval of said joint bond shall be considered filed nunc pro tunc as of April 11, 1939.

Ridgely P. Melvin Judge.

Filed Oct. 13, 1939.

PETITION FOR SALE OF NO. 4 RANDALL PLACE, EXHIBIT AND ORDER OF COURT

To the Honorable, the Judges of said Court.

The Petition of Pere A. Wilmer and C. F. R. Ogilby, Trustees, respectfully shows:

1 That this Trust Estate owns certain fee simple property situate in the City of Annapolis, improved by a frame dwelling and known as No. 4 Randall Place. The property was purchased by the Trustees at a sale under proceedings brought by the Trustees for the foreclosure of a mortgage. This is all shown in #6407 Equity, the foreclosure proceedings.

11 That said property is the only remaining real estate under the Last Will and Testament of Isabel H. Wilmer; all other having been sold and the proceeds invested.

111 That for some time past this property has been occupied by a tenant but is now vacant and has been since June, 1939; that the dwelling is badly in need of papering, painting and in fact needs a general renovating throughout; that in the opinion of petitioners the best thing for the Trust Estate would be to sell it.

1V That pursuant to such opinion of the Trustees, to sell the property, they did offer the same to the public through a local real estate agent; that said agent for more than two months has attempted to sell said property, by advertisement and otherwise, but was unsuccessful.

V That prior to placing the property with said agent, these Trustees had a private offer, which has since been increased to the amount hereinafter mentioned, from Noah A. Hillman, but your petitioners did not accept the same. But after said private offer was made, your petitioners attempted to obtain a higher price, through the agent, but without success.

Vl That after considering the present offer of said Noah A. Hillman (and wife), your petitioners believe that under the circumstances which exist, it would be to the best interests of the Trust Estate to accept the offer. Accordingly, your petitioners have entered into an agreement with said Noah A. Hillman and Amelia Hillman, his wife and have sold said property to them, subject to the approval of this Honorable Court, for the sum of $7,500.00. The contract is attached hereto as a part hereof and the same is prayed to be taken as a part of this petition.

To the end, therefore:

That the sale of the property known as No. 4 Randall Place, Annapolis to Noah A. Hillman and Amelia Hillman, his wife, under the terms, conditions and price mentioned in the agreement, be decreed by this Court.

And as in duty bound, etc.

Pere A. Wilmer

C. F. R. Ogilby

Trustees under the Last Will and Testament of Isabel H. Wilmer, Deceased.

Petitioners

DISTRICT OF COLUMBIA, City of Washington, to wit:

I HEREBY CERTIFY, that on this 17th day of October, 1939, before me, the Subscriber, a Notary Public of the District of Columbia, in and for the City of Washington, personally appeared Pere A. Wilmer and C. F. R. Ogilby, Trustees under the Last Will and Testament of Isabel H. Wilmer, Deceased, who made oath in due form of law that the matters and facts set forth in the aforegoing petition are true to the best of their information, knowledge and belief.

As Witness my hand and seal notarial.

(NOTARIAL SEAL)

W. W. Mathieson

Notary Public.

THIS AGREEMENT, Made this 9th day of October, 1939, in the City of Annapolis, State of Maryland, between Pere A. Wilmer and C. F. R. Ogilby, Trustees under the last will and testament of Isabel H. Wilmer, of the first part, Vendors, and Noah A. Hillman, and Amelia Hillman, his wife, of the second part, Vendees.

WITNESSETH, that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter do hereby purchase from the former, the fol-

lowing described property, situate and lying in the City of Annapolis, State of Maryland, being a frame, shingle dwelling and lot, known as No. 4 Randall Court, at and for the price of $7,500.00, of which $50.00 have been paid prior to the signing hereof and the balance to be paid as follows:

The sum of $450.00 to be paid in cash upon the date of settlement and the balance of the purchase price, namely: $7,000.00, to be secured by a mortgage on said property from the vendees. This mortgage shall bear interest at the rate of 5%, payable semi-annually. It shall be for a period of ten (10) years, provided that at the expiration of five (5) years from the date of the mortgage the sum of Two thousand ($2000.) Dollars shall have been paid on the principal. However, if said sum of Two thousand dollars shall not have been paid on the principal, then the mortgage debt shall become due at the expiration of said five (5) years.

AND upon payment as above of the sum of $450.00, a deed for the property shall be executed at the Vendees' expense by the Vendors, which shall convey the property by a good and merchantable title to the Vendees.

Taxes, water charges, insurance, and any other public charges or assessments against said property are to be paid or allowed for by the Vendors to the date of settlement.

It is understood that the property mentioned herein is sold free of encumbrances, subject, however, to covenants, conditions and restrictions of record, if any; otherwise said desposit is to be returned and the sale declared void at the option of the Vendees, unless the defects are of such character that they may readily be remedied by legal action, but the Vendors are hereby expressly released from all liability for damages by reason of any defect in the title.

In the event that legal action is necessary to perfect the title, such action must be taken by the Vendors promptly at their own expense, whereupon the time herein specified for full settlement by the Vendees will thereby be extended for the period necessary for such action.

The examination of title, conveyancing, notary fees, and all recording charges, including those for the mortgage, are to be borne by the Vendees; provided, however, that if upon examination of the title it should be found defective, the Vendors hereby agree to pay the cost of the examination of the title. The revenue stamps shall be at the cost of the Vendors.

This sale shall be reported promptly by the Vendors to the Circuit Court for Anne Arundel County in Equity, in a cause titled "In the Matter of the Trust Estate of Isabel H. Wilmer" - No. 6327 Equity. Within thirty days from the date of final ratification of this sale by the Circuit Court for Anne Arundel County in Equity, the Vendors and Vendees are required and hereby agree to make full settlement in accordance with the terms hereof. If the Vendees shall fail to do so, the deposit herein provided for may be forfeited at the option of the Vendors, in which event the vendees shall be relieved of full liability hereunder, or without forfeiting the said deposit the Vendors may avail themselves of any legal or equitable rights which they may have under this Contract.

The settlement is to be made in the City of Annapolis, Maryland.
The property is sold in fee simple.
The Vendees shall have the right, in order to make improvements and repairs to said property, to take immediate possession upon the execution of this agreement.

The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is recorded is assumed by the Vendors; but said Vendors agree to have the policy of insurance endorsed upon the execution of this agreement so as to likewise protect the Vendees as

their interest may appear.

The principals to this Contract mutually agree that it shall be binding upon their respective heirs, executors, administrators, successors and assigns.

This Contract, Made in triplicate, when ratified by the Circuit Court for Anne Arundel County in Equity, contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained.

The property is to be conveyed in the name of Noah A. Hillman and Amelia Hillman as tenants by entireties.

As Witness the hands and seals of the parties hereto the day and year first above written.

Witness:

Richard Huhn as to P.A.W & C.F.R.O.

Pere A. Wilmer (SEAL)

C. F. R. Ogilby (SEAL)

Trustees under the last will and testament of Isabel H. Wilmer, Vendors

Witness:

Joseph M. Armstrong

Noah A. Hillman (SEAL)

Amelia Hillman (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

Charles F. Lee, being duly sworn, deposes and says that he is engaged in the Real Estate business in the City of Annapolis, Anne Arundel County, and has been so engaged for the past Thirty years; that he is well acquainted with the value of real estate in and about the City of Annapolis; that he is familiar with No. 4 Randall Place, Annapolis, and that in his opinion the sale price of said property at $7,500.00 is fair and reasonable; and that it would be to the best interest of the Trust Estate of Isabelle H. Wilmer to sell the same at the price aforesaid.

Charles F. Lee

Subscribed and sworn to before me this 24 day of October, 1939.

(NOTARIAL SEAL)

Rebecca Clatanoff

Notary Public.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

T. CARROLL WORTHINGTON, being duly sworn, deposes and says that he is engaged in the Real Estate business in the City of Annapolis, Anne Arundel County, and has been so engaged for the past five years; that he is well acquainted with the value of real estate in and about the City of Annapolis; that he is familiar with No. 4 Randall Place, Annapolis, and that in his opinion the sale price of said property at $7,500.00 is fair and reasonable; and that it would be to the best interest of the Trust Estate of Isabelle H. Wilmer to sell the same at the price aforesaid.

T. Carroll Worthington

Subscribed and sworn to before me this 21st day of October, 1939.

(NOTARIAL SEAL)

Rebecca Clatanoff

Notary Public.

Filed October 18" 1939

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this 24th day of October, 1939, on the Petition, Exhibit and Affidavit, filed in this cause, it appearing to the Court,

that it would be advisable and advantageous for the real estate mentioned in said petition and exhibit filed, to be sold, that the Trustees shall make such sale and that the course and manner of their proceedings be as follows:

They shall not be required to file any bond, since their bond for the sum of $30,000.00 already filed is deemed to be sufficient; they shall proceed to make the said sale, in accordance with the terms of the Contract filed with these proceedings.

And as soon as may be convenient, the Trustees shall return to this Court the full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale annexed. And on ratification of said sale by this Court, and on the payment under the terms of the Contract filed in these proceedings (and not before), the Trustees by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchasers of said property to them sold, free, clear and discharged of all claims of the parties to this cause, and of any person claiming by, from or under them, or any of them.

And the Trustees shall bring into this Court the money arising from said sale, and the security which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom all proper expenses and costs.

Ridgely P. Melvin Judge.

Filed Oct. 24" 1939.

REPORT OF SALE No. 4 Randall Place.

To the Honorable, the Judges of the Circuit Court for Anne Arundel County, in Equity.

The Report of Pere A. Wilmer and C. F. R. Ogilby, Trustees under the Last Will and Testament of Isabel H. Wilmer, authorized by said Will and Testament and by Order of Court dated October 24, 1939, to make sale of the property herein mentioned, respectfully shows:

That under and by virtue of the Will of Isabel H. Wilmer, deceased, and the Decree authorizing sale in these proceedings, they did pursuant to said Decree sell at private sale the following property unto Noah A. Hillman and Amelia Hillman, his wife:

All that lot of land situate, lying and being in the City of Annapolis, improved by a frame dwelling and known as No. 4 Randall Place, being the same property which by deed dated June 29th, 1933, and recorded among the land records of Anne Arundel County in Liber F.S.R. No. 112, folio 175, was conveyed by Eugene P. Childs, Trustee, to Joseph R. Wilmer, et al, Trustees of the Estate of Isabel H. Wilmer.

That they sold the said property to Noah A. Hillman and Amelia Hillman, his wife, in accordance with the Contract filed in these proceedings as an Exhibit at and for the price of Seven Thousand Five Hundred Dollars ($7,500.00); said purchasers have paid a deposit of ($50.00) Fifty Dollars, as therein mentioned.

All of which is respectfully submitted.

Pere A. Wilmer

C. F. R. Ogilby

Trustees under the Last Will and Testament of Isabel H. Wilmer, Deceased.

DISTRICT OF COLUMBIA, City of Washington, To wit:

I hereby certify that on this 30th day of October, 1939, before me, the Subscriber, a Notary Public of the District of Columbia, in and for the City of Washington, personally appeared Pere A. Wilmer and C. F. R. Ogilby, Trustees under the last will and testament of Isabel H.

Wilmer, deceased, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein set forth and that the said sale was fairly made.

As Witness my hand and Seal Notarial.

(NOTARIAL SEAL) Richard Huhn

Notary Public, D.C.

ORDER NISI.

Ordered, this 3rd., day of November, 1939, That the private sale of the property mentioned in these proceedings made and reported by Pere A. Wilmer and C. F. R. Ogilby, Trustees, under the Last Will and Testament of Isabel H. Wilmer, deceased, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th., day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of December next.

The report states that the amount of sales to be $7,500.00

Filed Nov. 3rd. 1939.- John H. Hopkins, 3rd., Clerk.

Office of The Southern Maryland Times Annapolis, Maryland

THIS IS TO CERTIFY That the annexed advertisement of ORDER NISI was inserted in THE SOUTHERN MARYLAND TIMES a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of December, 1939; that is to say, the same was inserted in the issues of November 10, 17, 24, 1939.

The Southern Maryland Times

By Jeanette Cadell Thomas L. Christian

Business Manager.

Filed Dec. 9th., 1939

ORDERED BY THE COURT, This 12th day of December, 1939 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin.

Filed Dec. 12" 1939

FOR FURTHER PROCEEDINGS IN THIS CASE SEE J.H.H. EQUITY, NO. 57 FOLIO 1 etc.