FOR PREVIOUS PROCEEDINGS IN THIS CASE No. 6327 EQUITY SEE J.H.H. EQUITY, No. 56 Folio 482 etc

In the Matter of the Trust Estate of Isabel H. Wilmer.

No. 6327 Equity
In the Circuit Court for
Anne Arundel County.

BOND.

KNOW ALL MEN BY THESE PRESENTS, that we Pere _ Wilmer and C.F.R. Ogilby both 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 bond ourselves and each of us, our and each 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 23rd day of May, Nineteen hundred and forty

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 provided for the filing a bond.

Whereas, Joseph R. Wilmer, Anne Wilmer and Pere Wilmer were appointed by the last will and testament of Isabel H. Wilmer, Trustees 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 dated the 7th day of March, 1939, appointed C.F.R. Ogilby co-trustee with Pere A. Wilmer in the place and stead of Anne Wilmer.

And Whereas, by an order of the Circuit Court of Anne Arundel County dated the 13th day of October, 1939, it was ordered that the bond of C.F.R. Ogilby filed April 11th, 1939 be and the same is hereby cancelled and declared to be null and void; provided that the Trustees Pere _ Wilmer and C. F. R. Ogilby file their joint bond to be approved in the sum of thirty thousand dollars which upon the filing and approval of said joint bond shall be considered filed nunc pro tunc as of April 11th, 1939.

Now the condition of the above obligation is such that if the said Pere A. Wilmer and 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
in the presence of
Noah A. Hillman
Attest: Myrtle Sturm, Agent.

Pere A. Wilmer (SEAL)
C. F. R. Ogilby (SEAL)
(CORPORATE SEAL) American Bonding Company of Baltimore
By Eugene P. Childs, Attorney

Filed May 23" 1940

PETITION TO CANCEL BOND OF SEPTEMBER 20, 1932 and ORDER.

To the Honorable, the judges of said Court:

The petition of Pere A. Wilmer and C.F.R.Ogilby, Trustees, by Noah A. Hillman, their Solicitor, respectfully shows:

1 That on October 13, 1939, the petitioners filed a petition in this Court to cancel

outstanding bonds of trustees and to file a joint bond nunc pro tunc as of April 11, 1939; upon which petition this Court on October 13, 1939, passed an Order in which the bond of the petitioner, C. F. R. Ogilby, filed April 11, 1939, was canceled provided that a joint bond be filed, said joint bond to be considered filed nunc pro tunc as of April 11, 1939.

11 That the Trustees have been unable to settle the exact status of the outstanding bonds, premiums, etc., until the present time; that they have filed their joint bond in the sum of Thirty Thousand Dollars ($30,000.00) in accordance with the Order of Court dated October 13, 1939, approved on May 23, 1940; said bond is with the same Bonding Company which has bonded the Trustees heretofore.

111 That it now appears to be proper for this Honorable Court to cancel the original bond, filed September 20, 1932, so that there will be only the joint bond mentioned above and none other; that inasmuch as the previous Order of Court provided that this joint bond shall be filed nunc pro tunc as of April 11, 1939, it would be proper to cancel the original bond, filed September 20, 1932, with the provision that it is canceled only for all acts of the Trustee or Trustees occuring after April 11, 1939.

To the end, therefore, that this Honorable Court may pass an Order, in the nature of a supplemental Order, canceling the bond filed by the original Trustees on September 20, 1932, and that the obligation of the bonding company under said bond be canceled as to all acts of the Trustee or Trustees occuring after April 11, 1939.

And as in duty bound, etc.

Noah A. Hillman
Solicitor for Petitioners

Filed May 25" 1940.

ORDER OF COURT.

ORDERED, This 27th day of May, 1940, by the Circuit Court for Anne Arundel County in Equity, upon the foregoing petition that the bond filed September 20th, 1932, in this cause, issued by the American Bonding Company of Baltimore, be and the same is hereby canceled and declared to be null and void, and that the obligation of the said American Bonding Company of Baltimore, under said bond shall be extinguished as to all acts of the Trustee or Trustees occurring after April 11, 1939.

Ridgely P. Melvin, Judge.

Filed May 27" 1940.

In the Matter of the Sale of the Mortgaged Real Estate of The Pines Company, Inc. and Leonidas G. Turner.	:	No. 6444 Equity In the Circuit Court for Anne Arundel County.

ORDER TO DOCKET SUIT, &c.

Mr. Clerk:

Please docket suit, file four original mortgages as Exhibits No. 1, No. 2, No. 3 and No. 4 and enter my appearance.

Frank E. Poffel
Atty. named in mortgage.

EXHIBIT #1.

THIS MORTGAGE, Made this 8th day of January in the year one thousand nine hundred and twenty nine between The Pines Company, Incorporated a body corporate of the State of Maryland and Leonidas G. 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 three hundred and fifty dollars, being the balance of the purchase price paid for the hereinafter described property on four 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 and designated as lot Num- 234 as shown on the Amended Plat of "Pines on the Severn, March 29, 1924" and also the use in common with others of the road extending from Chase Creek to the Baltimore and Annapolis Boulevard and also the use in common with others entitled thereto of the lot of ground designated as "Community Lot" on said Plat and all water and riparian rights incident thereto.

Being pne of the lots of ground which by deed dated Jan. 4, 1929 and intended to be recorded among the Land Records of Anne Arundel County prior hereto, were conveyed by Eugenia Brown to the herein named the Pines Company, Incorporated.

Together with the improvements thereon, and all the privileges appurtenances thereto belonging.

To have and to hold the said lot 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 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 or assigns, the sum of one dollar as dues until the said sum of three hundred and fifty dollars shall be repaid; and also to pay weekly, at the time and place specified by the mortgagee, the sum of forty eight 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 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 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 successors or assigns hereunder, whether the same shall have then matured or 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 corporate seal of said body corporate also the signature of Leonidas G. Turner, president thereof also the hand and seal of said Leonidas G. Turner individually

Witness: (CORPORATE SEAL) The Pines Company Incorporated

Simon P. Jarosinski Leonidas G. Turner (SEAL)

PRESIDENT

Leonidas G. Turner (SEAL)

State of Maryland, Baltimore City, to wit:

I HEREBY CERTIFY that on this 8th day of January in the year one thousand nine hundred and 29 before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Leonidas G. Turner individually and as president of the The Pines Company Incorporated and acknowledged the foregoing mortgage to be his individual act and also the act of said body corporate

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.

EXHIBIT No. 2

THIS MORTGAGE, Made this 8th day of January in the year one thousand nine hundred and twenty-nine between The Pines Company, Incorporated, a body corporate of the State of Maryland and Leonidas G. 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 three hundred and fifty Dollars, being the balance of the purchase price paid for the hereinafter described property on four 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 The Pines Company, Incorporated and Leonidas G. Turner do grant unto the White Eagle Polish American Building and Loan Association 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 and designated as lot Numbered 230 as shown on the Amended Plat dated March 29, 1924, filed in Plat Book in the office of the Clerk of the Circuit Court for Anne Arundel County marked the "Pines on the Severn" Plat March 29, 1924"; and also the use in common with others of the road extending from Chase Creek to the Baltimore and Annapolis Boulevard, and also the use in common with others entitled thereto of the lot of ground designated as "Community Lot" on said Plat, and all water and riparian rights incident thereto.

Being one of the lots of ground which by deed dated Jan. 4, 1929 and intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, was conveyed by Eugenia Brown to the herein mortgagor.

Together with the improvements thereon, and all the privileges appurtenances thereto belonging.

To have and to hold the said lot 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 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 one dollar as dues until the said sum of three hundred and fifty dollars shall be repaid; and also to pay weekly, at the time and place specified by the mortgagee, the sum of forty eight 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 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 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 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 successors or assigns hereunder, whether the same shall have then matured or 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 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 corporate seal of said body corporate and the signature of Leonidas G. Turner, president thereof also the hand and seal of said Leonidas G. Turner

WITNESS: (CORPORATE SEAL) THE PINES COMPANY, INCORPORATED

Simon P. Jarosinski Leonidas G. Turner (SEAL)

President

Leonidas G. Turner (SEAL)

State of Maryland, Baltimore City, to wit:

I HEREBY CERTIFY, that on this 8th day of January in the year one thousand nine hundred and 29 before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Leonidas G. Turner, individually and as president of The Pines Company, Incorporated and acknowledged the foregoing mortgage to be his individual act and also the act of said body corporate

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.

EXHIBIT # 3

THIS MORTGAGE, Made this 8th day of January in the year one thousand nine hundred and twenty nine between The Pines Company, Incorporated a body corporate of the State of Maryland and Leonidas G. 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 three hundred and fifty Dollars, being the balance of the purchase price paid for the hereinafter described property on four 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 Numbered 232 as shown on the Amended Plat marked the "Pines on the Severn Plat March 29, 1924" filed in Plat Book in the office of the Clerk of the Circuit Court for Anne Arundel County; and also the use in common with others of the road extending from Chase Creek to the Baltimore and Annapolis Boulevard, and also the use in common with others entitled thereto of the lot of ground designated as "Community Lot" on said Plat, and all water and riparian rights incident thereto.

Being one of the lots of ground which by deed dated Jan. 4 - 1929 and intended to be recorded prior hereto, were conveyed by Eugenia Brown to the herein mortgagors.

Together with the improvements thereon, and all the privileges appurtenances thereto belonging.

To have and to hold the said lot 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 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/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 one dollar as dues until the said sum of three hundred and fifty dollars shall be repaid; and also to pay weekly, at the time and place specified by the mortgagee, the sum of forty eight 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 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 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 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 successors or assigns hereunder, whether the same shall have then matured or 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 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 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 corporate seal of said body corporate and the hand and seal of Leonidas G. Turner as president also individually

WITNESS: (CORPORATE SEAL) THE PINES COMPANY, INCORPORATED.

Simon P. Jarosinski

Leonidas G. Turner (SEAL)
President
Leonidas G. Turner (SEAL)

State of Maryland, Baltimore City, to wit:

I HEREBY CERTIFY that on this 8th day of January in the year one thousand nine hun-

dred and 29 before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Leonidas G. Turner individually and as president of the Pines Company, mortgagors and acknowledged the foregoing mortgage to be his individual act also the act of said body corporate.

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.

EXHIBIT No. 4.

THIS MORTGAGE Made this 8th day of January in the year one thousand nine hundred and twenty nine between The Pines Company, Incorporated, a body corporate of the State of Maryland and Leonidas G. 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 three hundred and fifty Dollars, being the balance of the purchase price paid for the hereinafter described property on four 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 Numbered 231 as shown on the Amended Plat marked the "Pines on the Severn Plat March 29, 1924" filed in Plat Book in the Office of the Clerk of the Circuit Court for Anne Arundel County, and also the use in common with others of the road extending from Chase Creek to the Baltimore and Annapolis Boulevard, and also the use in common with others entitled thereto of the lot of ground designated as "Community Lot" on said Plat, and all water and riparian rights incident thereto.

Being one of the lots of ground which by deed dated Jan 4, 1929 and intended to be recorded among the Land Records aforesaid, prior hereto, were conveyed by Eugenia Brown to the herein mortgagor.

Together with the improvements thereon, and all the privileges appurtenances thereto belonging.

To have and to hold the said lot 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 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 one dollar as dues until the said sum of three hundred and fifty dollars shall be repaid; and also to pay weekly; at the time and place specified by the mortgagee, the sum of forty eight 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 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 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 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 successors or assigns hereunder, whether the same shall have then matured or 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 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 corporate seal of said body corporate and the signature of Leonidas G. Turner, the president thereof also the hand and seal of said Leonidas G. Turner, individually

WITNESS: (CORPORATE SEAL) THE PINES COMPANY, INCIRPORATED

Simon P. Jarosinski Leonidas G. Turner (SEAL)

President

Leonidas G. Turner (SEAL)

State of Maryland, Baltimore City, to wit:

I HEREBY CERTIFY that on this 8th day of January in the year one thousand nine hundred and 29 before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Leonidas G. Turner, president of The Pines Company and Leonidas G. Turner, individually, and acknowledged the foregoing mortgage to be the act of said body corporate also his individual 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.

Filed Feby. 7" 1933.

In the Matter of the Sale of Mortgaged Premises of The Pines Company, Inc. and Leonidas G. Turner

No. 6444 Equity
In the Circuit Court of
Anne Arundel County.

ORDER TO ENTER APPEARANCE.

Mr. Clerk:

Please enter my appearance in the above entitled case and file the Assignment of Mortgages marked "Exhibit No. 5".

Joseph G. Griesacker
Solicitor.

EXHIBIT No. 5.

THIS DEED OF ASSIGNMENT, made this 31st., day of August in the year one thousand nine hundred and thirty-six, ny White Eagle Polish American Building and Loan Association of Baltimore City, Inc., a body corporate of the State of Maryland.

WITNESSETH, that in consideration of the sum of One Dollar and for the purpose of foreclosure in Anne Arundel County the White Eagle Polish American Building and Loan Association of Baltimore City, Inc. doth hereby grant and assign unto Joseph B. Griesacker, his personal representatives and assigns all its right title and interest in and to four certain mortgages made to the White Eagle Polish American Building and Loan Association of Baltimore City Inc. by The Pines Company, Inc. and Leonidas G. Turner, all four of said mortgages being dated January 8th, 1929 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 48 at folios 5, 7, 10 and 15 respectively; and also all its right, title, and interest un the property described in said mortgages and in the mortgage debts intended to be secured thereby.

AS WITNESS the signature of John J. Ulatoski, the Vice-President of the said body corporate and its corporate seal hereto affixed and duly attested by its secretary.

Attest: (CORPORATE SEAL) WHITE EAGLE POLISH AMERICAN BUILDING & LOAN ASSOCIATION OF BALTIMORE CITY

Simon P. Jarosinski
Secretary.

By John J. Ulatoshi, Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 31st. day of August 1936, before me, the subscriber, a Notary Public of said State in and for the City aforesaid, personally appeared John J. Ulatoski, Vice-President of the said body corporate and acknowledged the said Deed of Assignment to be the act of the said body corporate.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Simon P. Jarosinski
Notary Public.

Filed Sept. 1" 1936.

BOND.

KNOW ALL MEN BY THESE PRESENTS: THAT we, Joseph B. Griesacker, 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, to be paid to the said State or

its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 1st day of September, in the year of our Lord, Nineteen hundred and thirty-six

Whereas, the above bounden Joseph B. Griesacker by virtue of the power contained in 4 mortgages from The Pines Company, Inc. and Leonidas G. Turner to The White Eagle Polish American Building & Loan Association bearing date the 8th day of January, 1929 and recorded among the mortgage records of Anne Arundel County in Liber F.S.R. No. 48 Folio 7-10-15 and 5 is about to sell the land and premises described in said mortgages, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition of the above Obligation is such that if the above bounden Joseph B. Griesacker 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 — Joseph B. Griesacker (SEAL)

in the presence of — (CORPORATE SEAL) United States Fidelity and Guaranty Company

Lucille Harmon — By Marvin I. Anderson, Attorney-in-fact.

Filed Sept. 4th 1936.

STATEMENT OF MORTGAGE CLAIM. Docket #8 fol 363 #6444

Statement of the mortgage claim of JOSEPH B. GRIESACKER, Assignee under four separate mortgages from The Pines Company Inc. and Leonidas G. Turner to White Eagle Polish American Building and Loan Association of Baltimore City, Inc. all four of said mortgages dated the 8th day of January 1929 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 48 folios 5 - 7 10 and 15 etc. which mortgages have been duly assigned to JOSEPH B GRIESACKER.

Lot #230		Lot #231		Lots 232		Lot 234	
Loan	350.00	Loan	350.00	Loan	350.00	Loan	350.00
Paid	26.18	Paid	24.06	Paid	24.06	Paid	24.06
	323.82		325.94		325.94		325.94
Int. 9/28/36	156.00	9/28/36 Int.	156.00	Int.9/28/36	156.00	Int.9/28/36	156.00
Total	$479.82	Total	$481.94	Total	$481.94	Total	$481.94

Joseph B. Griesacker

STATE OF MARYLAND, City of Baltimore, SCT:

I HEREBY CERTIFY, that on this 28th day of September in the year nineteen hundred and thirty-six before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared JOSEPH B. GRIESACKER, Assignee the plaintiff in the above entitled cause, and made oath that the foregoing is a just 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) Simon P. Jarosinski

Notary Public

Filed Sept. 29" 1936.

In the Matter of Sale of Mortgaged Property of The Pines Company, Inc. Leonidas G. Turner.

No. 6444 Equity. In the Circuit Court for Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Joseph B. Griesacker, Assignee of the Mortgages which are filed as exhibits in these proceedings, respectfully shows:

That the said mortgages being in default, the said Joseph B. Griesacker, as the assignee thereof in pursuance and by virtue of the separate powers of sale contained in each of said mortgages, after having given bond with surety duly approved and having advertised the property in the said mortgages 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, October 1st, 1936 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 publid sale and sold each of the four lots described in said four separate mortgages for Fifty Dollars ($50.00) for each lot unto the WHITE EAGLE POLISH AMERICAN BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., in fee simple, which lots are described as follows:

Lots numbered 230 - 231 - 232 and 234 as laid down on the Amended Plat of Pines on the Severn, which plat is recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 1, folio 33.

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 5th day of October in the year nineteen hundred and thirty-six, before me the subscriber, a Notary Public, of the State of Maryland in and for 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) Simon P. Jarosinski

Notary Public

ADVERTISEMENT OF SALE.

ASSIGNEE'S SALE of valuable fee simple Building Lots In the Beautiful Waterfront Development of "Pines-on-the-Severn" In the Third Election District of Anne Arundel Co.Md.

Under and by virtue of the power of sale contained in four separate mortgages from

The Pines Company Inc., and Leonidas G. Turner unto the White Eagle Polish American Building and Loan Association of Baltimore City, Inc. all four of said mortgages being dated January 8th, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 48 folios 5, 7, 10 and 15 respectively (default having occurred in all of said mortgages) and being duly assigned to Joseph B. Griesacker for the purpose of foreclosure, the undersigned Assignee will sell at Public Auction at the Court House door at Annapolis, Maryland, on Thursday, October 1st, 1936 at 11 o'clock A.M. the following fee simple unimproved property:

Lots numbered 230, 231, 232 and 234 as laid down on the Amended Plat of Pines on the Severn, which plat is recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 1 folio 33.

TERMS OF SALE: If sold separately a cash deposit of $50 will be required of the purchaser of each lot at the time and place of sale, and if sold as an entirety a cash deposit of $200.00 will be required of the purchaser at the time and place 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.

Joseph B. Griesacker, Assignee.

ORDER NISI.

Ordered, this 7th day of October, 1936, That the sale of the fee simple property mentioned in 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 9th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th. day of November next.

The report states that the amount of sales to be $ Two Hundred Dollars

Frank A. Munroe, Clerk.

Filed Oct. 7" 1936.

CERTIFICATE OF PUBLICATION Annapolis, Md., November 12, 1936.

We hereby certify, that the annexed Order Nisi- Sale- Equity 6444- The Pines Company Inc. and Leonidas G. Turner was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of November, 1936. The first insertion being made the 8th day of October, 1936.

Filed Dec.12" 1936. The Capital-Gazette Press, Inc.

By Adaline S. Moss

ORDERED BY THE COURT, This 12" day of Dec. 1936 that the sale made and reported by the Assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Linwood L. Clark Judge.

Filed Dec. 12" 1936

Farmers National Bank of Annapolis	:	No. 6477 Equity.
vs.	:	In the Circuit Court for
Anne M. Parks, William P. Bigelow,	:	Anne Arundel County.
Executor and Trustee, etc.		

BILL OF COMPLAINT.

To the Honorable, the Judges of said Court:-

The Bill of Complaint of the Farmers National Bank of Annapolis, a body corporate, respectfully shows:-

1st. That a certain Joseph W. Duvall, late of Annapolis, Maryland, died at said city of Annapolis, on January 3rd, 1931, leaving a last Will and Testament whereby William P. Bigelow and William F. Hoey were appointed Executors and Trustees of his estate, said Will having been duly probated in the Orphans Court of Anne Arundel County and Letters Testamentary duly granted by said Orphans Court to said William P. Bigelow and William F. Hoey, who, having bonded and qualified, entered upon the discharge of their duties as such Executors and Trustees, but the said William F. Hoey soon afterwards departed this life and the said William P. Bigelow has continued ever since to act in the capacity of Executor and Trustee, as aforesaid, under the Will of said Joseph W. Duvall.

2nd. That the said Joseph W. Duvall in his lifetime had acquired both real estate and personal property of great value and had also invested in stocks, bonds and mortgage loans on real estate, and was financially well able to meet all of his obligations.

3rd. That said Joseph W. Duvall in his life-time was married to a certain Mary O. Bigelow, with whom he led a life of ideal happiness and unusual devotion, marred only by lack of children; that upon the death of the said Mary O. Bigelow, his wife, the said Joseph W. Duvall remained a widower for many years, but in the year 1916 married a certain Marie Seebohm, but said marriage soon proved to be a most unfortunate mistake, as shown by two divorce suits filed in this honorable Court, to wit, No. 230 Divorces filed November 4th, 1918, and No. 401 Divorces filed January 19th, 1921, which two divorce suits the plaintiff prays to be invoked into this case in connection with the testimony which the plaintiff will offer in support of its allegations hereinafter contained.

4th. And the plaintiff files herewith a copy of the last Will and Testament of the said Joseph W. Duvall from which it will appear that the said testator was aware of his financial ability and of his possession of considerable property for the disposition of which he undertook to make provision as in the said Will set out said copy of Will marked "Plaintiff's Exhibit #1".

5th: That at the time of the death of the said Joseph W. Duvall, he was largely indebted to the Farmers National Bank of Annapolis, the Plaintiff, to-wit, in the sum of $40,700, now reduced to $31,523.75 with interest, for which he had deposited with said Bank as Collateral security for said indebtedness divers bonds and stocks which at that time were of sufficient value to pay his indebtedness to the Bank, but by reason of the shrinkage in the value of said stocks and bonds the Plaintiff has no other security than the real estate of the said Joseph W. Duvall, title to which stands in the name of Anna M. Parks, the Defendant, and there are no other assets of the Estate of the said Duvall

Paragraph five of Bill of this amended by agreement of Solicitors
James M. Munroe
Solicitor for Plaintiff
George E. Pullman
Solicitor for Defendant

out of which the indebtedness of the said Duvall to the Plaintiff might be paid.

6th. That by reason of the unfortunate relations between the said Joseph W. Duvall and his wife, Marie Seebohm Duvall, as shown by the two divorce cases hereinbefore referred to and the testimony therein, the said Joseph W. Duvall determined that his said wife, Marie Seebohm Duvall, in case of his death, should not receive any part of his estate if by any means he might be able to prevent it and for that purpose he resorted to the method of placing his titles to real estate and taking mortgage loans in the name of his sister, the defendant, Anna M. Parks, and the plaintiff shows the following as specific instances thereof, to wit:-

First, on or about September 20th, 1928, by mortgage duly recorded among the Land Records of Anne Arundel County in Liber F.S.R. 39, folio 268, it appears that William F. Matteson and wife received from Anna M. Parks a loan of five thousand dollars ($5000.00) secured by mortgage on certain lots of ground at Edgewater Beach in which said mortgage it appears that Joseph W. Duvall, as agent of the said Anna M. Parks, made affidavit to the consideration in said mortgage; and the plaintiff respectfully shows that it is credibly informed and verily believes and so charges that the money so loaned in the name of Anna M. Parks to the said William F. Matteson and wife was the money of the said Joseph W. Duvall. The said mortgage was subsequently assigned to Elmer J. Jones, Attorney of said Anna M. Parks, and the property sold under Equity proceedings No. 6118 in this honorable Court by said Assignee to Charles F. Lee at the nominal sum of $1200.00.

Second, on September 10th, 1929, by mortgage duly recorded among said Land Records in Liber F.S.R. 61, folio 120, it appears that William F. Matteson and wife received from Anna M. Parks a loan of eleven thousand dollars ($11,000.00) secured by mortgage on certain lots of ground at Edgewater Beach in which said mortgage it appears that Joseph W. Duvall, as agent of said Anna M. Parks, made affidavit to the consideration in said mortgage, and the mortgage was afterwards assigned to Elmer J. Jones, Assignee, and the property sold under Equity proceedings No. 6117 in this honorable Court, to Charles F. Lee for the nominal sum of $3000.00; and all of said property in both of the above mentioned mortgages was immediately conveyed by said Charles F. Lee and wife to Anna M. Parks, as will appear by deed dated February 6th, 1932, recorded as aforesaid in Liber F.S.R. 94, folio 350. And so the plaintiff charges that the money so loaned as aforesaid by said Anna M. Parks to said Matteson and wife, was, in point of fact, the money of said Joseph W. Duvall and that the property upon which said money was so loaned and afterwards purchased at mortgagee's sale by Charles F. Lee and by him conveyed to said Anna M. Parks is, in point of fact, a part of the estate of said Joseph W. Duvall and in equity is now held by said Anna M. Parks, as Trustee of the estate of Joseph W. Duvall.

Third, the plaintiff further shows that on October 30th, 1925, a certain Charles S. Dulaney and wife by deed recorded as aforesaid in Liber W.M.B. 17, folio 284, conveyed to said Anna M. Parks a valuable farm in the Third Election District of Anne Arundel County, called "Water's Resurvey", consisting of 133 acres, more or less, together with the improvements thereon, and the plaintiff is credibly informed and verily believes and so charges that the said farm of 133 acres of land, more or less, was the property of the said Joseph W. Duvall and put in the name of his sister, Anna M. Parks, for the purpose of defeating any interest that his wife might have therein in the event of his death, as

hereinbefore alleged.

Fourth, it further appears that by deed of May 31st, 1927, the said Anna M. Parks conveyed to Paul Frederick Cooper and wife ten acres of the above mentioned tract of land, and the said Paul Frederick Cooper and wife on the same date executed to Josepy W. Duvall a mortgage for $7000.00 on said ten acres of land with the improvements thereon, which mortgage recites that the money was borrowed to complete the purchase price of said ten acres of land and improvements thereon and recites an agreement to pay $500.00 annually in reduction of the said mortgage debt, but it further appears that on May 12th, 1927, the said Cooper and wife conveyed the property back to Anna M. Parks, said deed however not having been recorded until August 1928, and there does not appear to have been any attempt made to collect the $7000.00 mortgage held by said Joseph W. Duvall, either by him in his life-time or by his Executors after his death, but the plaintiff is informed that the said Joseph W. Duvall voluntarily surrendered all claim to the said $7000.00 and the plaintiff charges that he so surrendered his claim because he well knew that he was the owner of the aforesaid tract of land so standing in the name of the said Anna M. Parks.

And the plaintiff files herewith the following exhibits and prays the same to be taken as part of this Bill of Complaint, namely, Certified copy of Will of Joseph W.Duvall marked "Plaintiff's Exhibit #1"; statement of the claim of the Farmers National Bank as set out in paragraph five hereof marked "Plaintiff's Exhibit #2"; certified copies of deeds from Elmer Jones, Assignee, to Charles F. Lee marked "Plaintiff's Exhibit #3A and #3B; certified copy of deed from Charles F. Lee and wife to Anna M. Parks marked "Plaintiff's Exhibit #4"; certified copy of deed from Charles F. Dulaney and wife to Anna M. Parks, marked "Plaintiff's Exhibit #5"; certified copy of deed from Anna M. Parks to Paul Frederick Cooper and wife marked "Plaintiff's Exhibit #6"; certified copy of mortgage from Paul Frederick Cooper and wife to Joseph W. Duvall marked "Plaintiff's Exhibit #7"; and certified copy of deed from Paul Frederick Cooper and wife to Anna M. Parks marked "Plaintiff's Exhibit #8"; and together with the exhibits aforesaid the plaintiff prays leave of the Court to invoke into this case the proceedings in Equity cases Nos. 6117 and 6118 entitled "In the Matter of the Sale of the Mortgaged Real Estate of William F. Matteson and wife".

Wherefore, the plaintiff prays the Court that the defendant, Anna M. Parks, may be decreed to hold the above described property, to wit, the property formerly belonging to Matteson and wife at Edgewater Beach, acquired under the mortgage sales as hereinbefore set out, and the property known as "Water's Resurvey" which had been conveyed to Anna M. Parks by Charles S. Dulaney and wife, and the ten acres thereof sold to Paul Frederick Cooper and wife and afterwards conveyed by Cooper and wife to Anna M. Parks, as hereinbefore set out, in trust for the estate of Joseph W. Duvall, or in trust for his creditors and devisees subject to the dower interest of his wife, Marie Seebohm Duvall, therein; and that the said defendant, Anna M. Parks, may be enjoined and restrained from disposing of said property or in any way encumbering the same and that the plaintiff may have such other and further relief as its case may require; and/or to require the said defendant, Anna M. Parks, to deliver up and by proper conveyance transfer the said property to William P. Bigelow, as Executor and Trustee under the Will of the said Joseph W. Duvall,

to be held by him in trust under the provisions of the said Will, subject, nevertheless, to the debts of the said Joseph W. Duvall.

The plaintiff further shows that the said Anna M. Parks is a non-resident of the State of Maryland, believed to be at present residing at #239 Waterman Avenue, East Providence, Rhode Island, and accordingly prays the Court that an order of publication may be issued and duly published giving notice to the said Anna M. Parks of the substance of this Bill of Complaint and the object of this suit and thereby warning her to be in this Court by some certain day to be therein named, in person or by Solicitor, to answer the premises and show cause, if any she may have, why the relief herein prayed should not be granted; and also the writ of subpoena to be directed to the said William P. Bigelow residing at Emerson Hotel, Baltimore, Maryland, commanding him to be and appear in this Court in person or by Solicitor by some certain day to be therein named, to answer the premises and show cause, if any he may have, why the relief herein prayed should not be granted.

And as in duty, etc.

FARMERS NATIONAL BANK OF ANNAPOLIS

James M. Munroe — L. D. Gassaway

Solicitor for Plaintiff. — President

Filed April 6" 1933

PLAINTIFF'S EXHIBIT #1 WILL OF JOSEPH W. DUVALL.

I, Joseph W. Duvall, of the City of Annapolis, 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 testaments heretofore made by me.

After the payment of all my just debts and funeral expenses I will, bequeath and devise my entire estate as follows -

1" Of my household furniture I give and bequeath my piano to Mary Duvall Hoey - infant daughter of William F. Hoey and Emma A. Hoey, his wife, now residing in Kent County, State of Delaware, absolutely.

All the rest and residue of my household furniture I give and bequeath to Anna M. Parks, Ethel Bigelow and Mary Duvall Hoey, share and share alike.

2" I give and bequeath to the Board of Trustees of the First Methodist Episcopal Church of Annapolis, Maryland, the sum of Five Hundred Dollars in trust to invest the same and apply the income thereof to the Keeping in good order and preservation, in every way and respect, the Bigelow family lot and the Solomon Phillips family lot, both located in St. Annes Cemetery, Annapolis, Maryland, and any surplus remaining after the above purpose has been obtained, to apply in the discretion of the Board of Trustees to general church objects and purposes.

3" All the rest, residue and remainder of my estate of every kind and description and wheresoever located I give, bequeath and devise to my executors hereinafter named - and who for the purpose of carrying into effect my wishes as hereinafter expressed I constitute trustees of this my will - in trust to hold the same and collect the rents, dividends and income thereof, and pay all taxes, insurance, repairs and all other necessary expenses, and the net proceeds to hold as a part of the corpus of my estate pending distribution as here-

inafter provided - And in the further trust to reduce my entire estate to cash as soon after my death as may be consistent with acquiring the best results, with the privilege of withholding all or any part thereof from sale for the period of one year after my death, or selling the same at any time when in their discretion a sale is desirable, and with power to convey any of my real estate to the purchaser or purchasers thereof without any obligation on the part of such purchaser to see to the application of the proceeds and to distribute the fund by one or more accounts in their best judgment.

When the entire estate has been so reduced to cash, or on the partial distribution thereof, for the part so distributed, the trust to cease and the fund to be paid out in the manner following, the said proportions continuing until my entire estate has been distributed, that is to say:

I give and bequeath to Alma C. Duvall one eighth part thereof.

I give and bequeath to Julia H. Duvall one sixteenth part thereof -

I give and bequeath to Annie M. White one sixteenth part thereof -

I give and bequeath to Edward J. Duvall one sixteenth part thereof.-

I give and bequeath to Fannie W. Duvall one sixteenth part thereof -

I give and bequeath to William P. Bigelow one eighth part thereof -

I give and bequeath to Waldo O. Bigelow one eighth part thereof -

I give and bequeath to Emma A. Hoey one eighth part thereof.-

I give and bequeath to Mary Duvall Hoey one thirty second part thereof -

and to Anna M. Parks I give and bequeath Seven thirty Second parts thereof, and to each and every one his or her part or portion thereof absolutely.

I constitute and appoint William F. Hoey and William P. Bigelow Executors and Trustees of this my last will and Testament.

In testimony whereof I hereunto set my hand and affix my seal this Seventeenth day of December Nineteen Hundred and Thirteen.

Joseph W. Duvall (SEAL)

Signed, sealed, published and declared by the above named testator,- Joseph W.Duvall- as and for his last will and testament, in the presence of us, who, at his request and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses thereto.

Nannie S. Stockett

W. H. Rullman

ANNE ARUNDEL COUNTY, SS.

On the 13th day of January 1931 came W. Meade Holladay and made oath in due form of law that he is familiar with the handwriting of Nannie S. Stockett and William H.Rullman the two attesting witnesses to the last Will and Testament of Joseph W. Duvall late of said County, deceased, and he verily believes that the signature of the said Nannie S. Stockett and William H. Rullman as so written, is the true and genuine signature of said Nannie Stockett and W. H. Rullman who are now deceased

Sworn to before the subscriber

Geo. T. Cromwell

Register of Wills

ANNE ARUNDEL COUNTY, SS.

On the 13th day of January 1931 came James M. Munroe and made oath in due form of law that he is familiar with the handwriting of Nannie S. Stockett and W. H. Rullman the two attesting witnesses to the last Will and Testament of Joseph W. Duvall late of said County, deceased, and he verily believes that the signature of the said Nannie S. Stockett and W. H. Rullman as so written, is the true and genuine signature of said Nannie S. Stockett and W. H. Rullman who are now deceased

Sworn to before the subscriber

Geo. T. Cromwell,
Register of Wills.

The first codicil to the Last Will and Testament of Joseph W. Duvall of Annapolis, Maryland.

Whereas by the Third Item of my will dated the Seventeenth day of December Nineteen Hundred and Thirteen I bequeathed to Waldo O. Bigelow one eighth of The rest and residue of my estate, and -

Whereas the said Waldo O. Bigelow has departed this life, I do hereby revoke The said bequest and in lieu thereof I do give and bequeath The said one eighth part of the rest and residue of my estate to William P. Bigelow, Emma A. Hoey and Anna M. Parks, brother and sisters of the said Waldo O. Bigelow, share and share alike. In the event of the death of either The said brother or sisters prior to my death, then the portion of said brother or sister to pass to and vest in the child or children of such brother or sister so dying in my lifetime. And in the further event That such brother or sister shall depart this life without a surviving child or children, then such portion shall pass to and vest in the surviving brother or sister, as the case may be.

In witness whereof I have hereunto signed my name and affixed my seal this Ninth day of March Nineteen Hundred and Twenty Two.

Jos. W. Duvall (SEAL)

Signed, sealed, published and declared by the above named testator as the first codicil to his last will and testament, who, at his request, in his presence, and in the presence of each other, have hereunto signed our names as witnesses thereto.

Thomas O. Gott.
Winson G. Gott

ANNE ARUNDEL COUNTY, SS:

On the 13th day of January 1931 came Thomas O. Gott, one of the subscribing witness to a 1st Codicil to the aforegoing last Will and Testament of Joseph W. Duvall late of said County, deceased, and made oath in due form of law, that he did see the Testator sign and seal this Codicil; that he heard him publish, pronounce and declare the same to be a 1st Codicil to 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 Winson G. Gott subscribed their names as witnesses to this Codicil in his presence, at his request and in the presence of each other.

Sworn to before the subscriber

Test: Geo. T. Cromwell
Register of Wills for Anne Arundel County.

ANNE ARUNDEL COUNTY, SS.

On the 13th day of January 1931 came James M. Munroe and Thomas O. Gott and made oath in due form of law that they are familiar with the handwriting of Winson G. Gott one of the attesting witnesses to the first Codicil to the Last Will and Testament of Joseph W. Duvall late of said County, deceased, and they verily believes that the signature of the said Winson G. Gott as so written, is the true and genuine signature of said Winson G. Gott who in now deceased

Sworn to before the subscriber,

Geo. T. Cromwell,
Register of Wills

ANNE ARUNDEL COUNTY, Ss:

On the 13th day of January, 1931 came William P. Bigelow and made Oath in due form of law, that he does not know of any Will or Codicil of Joseph W. Duvall late of said County, deceased, other than the above instrument of writing, and that he found the same & codicil among deceased's private papers at his home on Franklin St. Will read to two sisters. Retained in his custody until filed in this Court. Testator departed this life on or about the 3rd day of January, 1931.

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 Joseph W. Duvall, late of said County, deceased, together with the codicil thereunto attached, and also the evidence adduced as to its validity, orders and decrees this 13th day of January, 1931, that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil of the said Joseph W. Duvall, deceased.

Judges
Maynard Carr, C.J.
Owain E. Owens, A.J.
William B. Elliott, A.J.

STATE OF MARYLAND ANNE ARUNDEL COUNTY

I, GEORGE T. CROMWELL, 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 and Codicil of Joseph W. Duvall late of said County, deceased, together with the proof and probate thereof, taken from the original, which is one of the records filed, probated, recorded in Wills Liber G.T.C. No. 1, folio 4, etc., 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 third day of April in the year of our Lord, nineteen hundred and thirty-three

(COURT SEAL) Geo. T. Cromwell
Register of Wills for Anne Arundel County.

Filed April 6" 1933.

Farmers National Bank of Annapolis — No. 6477 Equity

vs. — In the Circuit Court for

Anna M. Parks et al. — Anne Arundel County.

Plaintiff's Exhibit #1A Certificate of appointment of Executor.

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 Joseph W. Duvall deceased, was on the 13th day of January in the year of our Lord one thousand nine hundred and thirty-one, granted and committed unto William P. Bigelow the Executor 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 third day of April in the year of our Lord nineteen hundred and thirty-three.

(COURT SEAL) Test: Geo. T. Cromwell

Filed April 6" 1933 Re-filed June 1,1934. Register of Wills for Anne Arundel County.

Farmers National Bank of Annapolis — No. 6477 Equity

vs. — In the Circuit Court for

Anna M. Parks, William P. Bigelow, Executor — Anne Arundel County

and Trustee of Joseph W. Duvall Estate

ORDER OF PUBLICATION

To ANNA M. PARKS, non-resident of the State of Maryland,

The object of the Bill of Complaint in this case and of this suit is to secure from the Circuit Court for Anne Arundel County in Equity, a decree declaring that you hold in trust for the estate of Joseph W. Duvall all those several tracts of land situate at Edgewater Beach, Anne Arundel County, and also a tract of land known as "Water's Resurvey" in the Third Election District of said County, and ten acres of land thereof; the said property at Edgewater Beach was sold under mortgages by Elmer E. Jones, your Assignee thereof, and purchased by Charles F. Lee at public sale and immediately conveyed to you; the property known as "Water's Resurvey" was conveyed to you by Charles S. Dulaney and wife, a part of which you afterwards sold to Paul Frederick Cooper and wife, who gave to Joseph W. Duvall a mortgage for $7000.00 thereon for the purpose of completing the purchase price therefor and which ten acres was afterwards conveyed to you and the mortgage held by Joseph W. Duvall voluntarily surrendered without any payment thereof.

It is thereupon, this 6th day of April, 1933, 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 8th day of May, 1933, give notice to the said absent defendant of the object and substance of the Bill of Complaint in this case, warning her to appear in this Court in person or by Solicitor on or before the 23rd day of May next, to show cause, if any she may have, why a decree ought not to be passed as prayed.

Frank S. Revell,

Clerk.

Filed April 6" 1933.

PLAINTIFF'S EXHIBIT #3A Deed Jones, Assignee, to Lee.

THIS DEED, Made this sixth day of February, in the year one thousand nine hundred and thirty-two, by and between Elmer J. Jones, of the City of Baltimore, in the State of Maryland, Assignee as hereinafter set forth, party of the first part; and Charles F.Lee of Anne Arundel County, in the State of Maryland, party of the second part.

WHEREAS, on October 31, 1931, Elmer J. Jones, Assignee of Mortgage from William F. Matteson and wife to Anna M. Parks, dated September 10, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 61, folio 120, etc. which Mortgage was subsequently short assigned to said Elmer J. Jones, Assignee, for the purpose of foreclosure, in pursuance of the power conferred upon him by said Mortgage sold the hereinafter described property at public sale to Charles F. Lee, at and for the sum of Three Thousand Dollars ($3,000.00), and

WHEREAS, the said sale has been duly reported to the Circuit Court for Anne Arundel County and by said Court finally ratified and confirmed, and the full amount of the purchase money paid, (See proceedings in the Circuit Court for Anne Arundel County; "In the Matter Of The Sale Of Mortgaged Real Estate of William F. Matteson and wife," Equity No. 6117) wherefore these presents are executed.

Now, Therefore, This Deed Witnesseth, That for an in consideration of the premises, the sum of Five Dollars ($5.00) and other good and valuable considerations, paid unto the party of the first part, Assignee as aforesaid, by the party of the second part, the receipt of which is hereby acknowledged, the said party of the first part hereto, Assignee as aforesaid, acting in exercise and by virtue and in pursuance of the power and authority conferred upon him as aforesaid does hereby grant and convey unto the party of the second part hereto, his heirs and assigns, in fee simple, all those eighty-two lots of ground situate in the First Election District of Anne Arundel County in the State of Maryland, and as shown on the Plat of Edgewater Beach, recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, Folio 15, designated as Lots Nos. 1, 2, 3, 6, 7, 9 and 21 Block No. 1; Lots Nos 1, and 2, Block No. 2, Lots Nos. 3, 4, 5, 6, 10, 16, 18, 23, 24, 25, 26, 27, 28, 29, 31 and 32, Block No. 4; Lots Nos. 24 and 30, Block No, 5; Lots Nos. 1, 11, 12, 13, 14, 15, 16, and 20, Block No. 6, Lots Nos. 1, 2, 3, 4, 5, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block No. 7; Lots Nos. 1, 2, 3, 4, 5, 6, 8, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 22, 23, Block No. 8; Lots Nos. 2, 3, 5, 6 and 8 Block No. 9; and Lots Nos. 3, 5, 7, 8 and 9 Block No. 10.

Being part of the property conveyed to William F. Matteson and Sara V. Matteson, his wife, by Deed dated June 29, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 77, Folio 367, etc., from Charles H. Herald single.

Together with, the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges appurtenances and advantages to the same belonging or in anywise appertaining.

To Have and To Hold the said lots of ground and premises, unto and to the use of the said party of the second part, his heirs and assigns, in fee simple forever.

Witness the hand and seal of the said Grantor.

Test: Elmer J. Jones (SEAL)

Geo. C. Wiedersum Assignee.

State of Maryland, Baltimore City, to wit:

I Hereby Certify, that on this 6th day of February in the year one thousand nine hundred and thirty-two before me, the subscriber, a Notary Public of the State of Maryland, in and for the City, aforesaid, personally appeared Elmer J. Jones Assignee as aforesaid, the within named Grantor and he acknowledged the aforegoing Deed to be his act as such Assignee.

As Witness my hand and Notarial Seal.

George C. Wiedersum

(NOTARY SEAL._ Notary Public.

Recorded 17 March, 1932, at 11 A.M.

State of Maryland, Anne Arundel County, Sct.

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber F.S.R. No. 94, folio 346, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 4th day of April, A.D. 1933.

(COURT SEAL) Frank S. Revell, Clerk.

Filed April 6" 1933. Re-filed June 1, 1934.

PLAINTIFF'S EXHIBIT #3B Deed Jones, Assignee, to Lee

THIS DEED, Made this sixth day of February, in the year one thousand nine hundred and thirty-two, by and between Elmer J. Jones of the City of Baltimore, in the State of Maryland, Assignee, as hereinafter set forth, party of the first part, Charles F. Lee of Anne Arundel County in the State of Maryland, party of the second part.

WHEREAS, on October 31, 1931, Elmer J. Jones, Assignee of Mortgage from William F. Matteson and wife to Anna M. Parks, dated September 20, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 39, Folio 268, etc., which mortgage was subsequently short assigned to said Elmer J. Jones, Assignee for the purpose of foreclosure, in pursuance of the power conferred upon him by said Mortgage, sold the hereinafter described property at public sale to Charles F. Lee, at and for the sum of One Thousand Two Hundred Dollars ($1,200.00) and

WHEREAS, the said sale has been duly reported to the Circuit Court for Anne Arundel County and by said Court finally ratified and confirmed and the full amount of the purchase money paid (see proceedings in the Circuit Court for Anne Arundel County, "In the Matter Of The Sale Of Said Mortgaged Real Estate of William F. Matteson and wife,"Equity No. 6118), wherefore these presents are executed.

Now, Therefore, This Deed Witnesseth, that for and in consideration of the premises, the sum of Five Dollars ($5.00) and other good and valuable considerations, paid unto the party of the first part, Assignee, as aforesaid, by the party of the party of the second part, the receipt of which is hereby acknowledged, the said party of the first part hereto Assignee, as aforesaid, acting in exercise and by virtue and in pursuance of the power and authority conferred upon him as aforesaid, does hereby grant and convey unto the party of the second part hereto, his heirs and assigns, in fee simple, All those thirty one lots of ground, situate in the First Election District of Anne Arundel County, in the State of Maryland, and which as laid down on the Plat of Edgewater Beach, which Plat is recorded

among the Land Records of Anne Arundel County in Plat Book W.N.N. No. 3, Folio 15, are described as follows that is to say:

Lots Nos. 5, 6, 8, 9, 11, and 12 in Block No. 12, Lots Nos, 8. 9, 10, 11, 13, 14, 15, 16. and 17, Block No. 13.

Being a part of the property conveyed to William F. Matteson and wife, by Charles H. Herald, by deed dated April 12, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 74, Folio 151, etc.,

Lots Nos. 1, 2, 4, 5, 6 and 7 Block No. 13; Lots Nos. 23. 24, 25, and 26, Block No. 14; and Lots Nos. 6, 7, 8, 9, 10 and 12 Block No. 20 as shown on the Plat of Block Nos. 18, and 20 Revised, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book F. S. R. No. 1, Folio 39.

Being a portion of the property described in a Deed dated May 8, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 29, folio 255 etc., from Winson G. Gott, Trustee to William F. Matteson and Sara V. Matteson, his wife.

Being also part of the property described in a deed dated April 28, 1924, and recorded as aforesaid in Liber W.N.W. No. 87, Folio 227 etc., from Charles M. Carlson, et al. to William F. Matteson.

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

To Have and To Hold, the said lots of ground and premises, unto and to the use of the said party of the second part hereto, his heirs and assigns, in fee simple forever.

Witness the hand and seal of the said Grantor.

Test: Elmer J. Jones (SEAL)

Geo. C. Weidersum. Assignee.

State of Maryland, Baltimore City, to wit:

I Hereby Certify, that on this 6th day of February, in the year one thousand nine hundred and thirty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Elmer J. Jones, Assignee, as aforesaid, the within named Grantor, and he acknowledged the aforegoing Deed to be the act as such Assignee.

As Witness, my hand and Notarial Seal.

(Notary Seal) George C. Wiedersum

Notary Public.

Recorded March 17, 1932, at 11 A.M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber F.S.R. No. 94, folio 348, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 4th day of April, A.D. 1933.

(COURT SEAL) Frank S. Revell, Clerk.

Re-filed June 1, 1934. Filed April 6" 1933.

PLAINTIFF'S EXHIBIT No. 4 Deed Lee to Parks.

This Deed, Made this 6th day of February, in the year one thousand nine hundred and thirty-two, by and between Charles F. Lee and Lottie E. Lee, his wife, of Anne Arundel County, in the State of Maryland, parties of the first part, and Anna M. Parks, of the City of Baltimore, in the State aforesaid, party of the second part.

Witnesseth, that in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, her heirs and assigns, in fee simple, all those one hundred and thirteen lots of ground situate in the First Election District of Anne Arundel County, in the State of Maryland, and as shown on the Plat of Edgewater Beach, recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, Folio 15, designated as Lots Nos. 1, 2, 3, 6, 7, 9, and 21 Block No 1, Lots Nos. 1 and 2 Block No. 2; Lots Nos. 3, 4, 5, 6, 10, 16, 18, 23, 24, 25, 26, 27, 28, 29, 31 and 32, Block No. 4; Lots Nos. 24, and 30 Block No. 5, Lots Nos. 1, 11, 12, 13, 14, 15, 16, and 20 Block No. 6; Lots Nos. 1, 2, 3, 4, 5, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 Block No. 7; Lots 1, 2, 3. 4, 5, 6, 8, 10, 11, 12, 13, 17, 18, 19, 20, 21, 22 and 23 Block No. 8; Lots Nos. 2, 3, 5, 6, and 8 Block No. 9; and Lots Nos. 3, 5, 7, 8, and 9 Block No. 10.

Being the same lots of ground which by deed dated the sixth day of February, 1932, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, were granted and conveyed by Elmer J. Jones, Assignee, to the said Charles F. Lee.

Lots Nos. 5, 6, 8, 9, 11 and 12 Block No. 12, Lots Nos. 8, 9, 10, 11, 13, 14, 15, 16, and 17 Block No. 13, Lots Nos. 1, 2, 4, 5, 6 and 7 Block No. 13; Lots Nos. 23, 24, 25 and 26 Block No. 14; and Lots Nos 6, 7, 8, 9, 10 and 12 Block No. 20, as shown on the Plat of Blocks Nos. 18 and 20 Revised, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book F. S. R. No. 1 Folio 39.

Being the same lots of ground which by Deed dated the Sixth day of February, 1932, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, were granted and conveyed by Elmer J. Jones, Assignee, to the said Charles F. Lee.

Together with the buildings and improvements thereupon and the rights alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

To Have And To Hold the said lots of ground and premises unto and to the use of the said party of the second part, her heirs and assigns, in fee simple forever.

And the said Grantor hereby covenant that they have not done or suffered to be done any act matter or thing whatsoever to encumber the property hereby granted, 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: Charles F. Lee (SEAL)

V. M. Perlitz. Lottie E. Lee (SEAL)

State of Maryland, Anne Arundel County to wit:

I Hereby Certify, that on this 6th day of February, in the year one thousand nine

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 Charles F. Lee and Lottie E. Lee, his wife, the within named Grantors, and they acknowledged the aforegoing Deed to be their respective act, and in my presence signed and sealed the same.

In Testimony Whereof, I hereunto set my hand and affix my Notarial seal.

(Notary Seal) Victoria M. Perlitz

Notary Public.

Recorded 17 March, 1932, at 11 A.M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber F. S. R. No. 94, folio 350, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 4th, day of April, A.D. 1933.

(COURT SEAL) Frank S. Revell, Clerk.

Filed April 6" 1933. Re-filed June 1, 1934

PLAINTIFF'S EXHIBIT #5 Deed Dulaney to Parks.

(Int Rev $10.00 Stamp)

THIS DEED, Made this 30th day of October, 1925, by and between Charles S. DuLaney and Lucy Moore Fristoe DuLaney, his wife, parties of the first part, and Anna M. Parks, of Frederica, Delaware, party of the second part.

Witnesseth that for and in consideration of the sum of Five Dollars, ($5.00) and other good and valuable considerations, paid by the said party of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, her heirs or assigns, All that tract of land situate in the Third Election District of Anne Arundel County, Maryland, known and described as "Waters Resurvey", part of "Piney Grove", part of "Canada" and described as follows:-

BEGINNING for the same at a stone heretofore planted in the place of one of the original boundaries of the land called "Bonds Forrest", and called for as a boundary of the aforesaid land known as "Waters Resurvey", and running thence reversely and bounding on the last course of the land called "Waters Resurvey", north 75 degrees 45 minutes east 28 perches to the road leading from "Waterford" into Patapsco Neck"; thence running with and bounding on said road the several following courses and distances, to wit; south 1 degree 30 minutes east 39 perches, south 2 degrees 30 minutes east 16 perches; south 2 degrees east 30 perches, south 7 degrees 30 minutes east 24 perches south 7 degrees 15 minutes east 70 perches to the end of the third course of Lot No. 1 upon the division of the real estate of the late Charles Waters, thence running with and bounding on the fourth course of said lot north 79 degrees west 182 perches to the road leading from Baltimore to Waterford; thence running north and bounding on said road as follows north 24 degrees west 8 perches, north 19 degrees 30 minutes west 14 perches, north 25 degrees 30 minutes west, 5 1/2 perches, north 33 degrees west 18 perches, north 43 degrees 15 minutes west 28 perches to intersect the first course of the aforesaid land called "Canada" thence

running with and bounding on said course north 32 degrees 45 minutes east 22 perches to a stone heretofore planted at the end thereof; thence north 35 degrees 45 minutes east 101 perches to a stone heretofore planted at the end by the side of the "Mountain Road" it being a divisional boundary between the late Charles Waters and the late Aaron Pumphrey; thence running north and bounding on said road the several following courses and distances, to wit:- south 78 degrees east 8 perches, south 81 degrees 30 minutes east 12 perches, south 82 degrees 30 minutes, east 7 perches, north 80 degrees 15 minutes east 33 perches, south 78 degrees east 6 perches, south 85 degrees 45 minutes east 22 perches to a line heretofore established to divide the aforesaid land called "Bonds Forrest" between the late John Williams of John and William and Rhode Rigely, heirs of Mordeci Ridgeley, thence reversing and bounding on said course south 38 degrees, 30 minutes west 12 3/4 perches to the place of beginning, containing one hundred and ninety three (193) acres of land, more or less.

SAVING AND EXCEPTING THEREFROM the following lots of ground.

FIRST; ALL that lot of ground containing ten (10) acres of land which was conveyed to Gustave A. Lotze, by Thomas E. Jarrell and wife, by deed dated March 15, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. no. 21 folio 433.

SECOND; ALL that lot of ground, containing 6.4 acres, more or less, which was conveyed to the said Gustave A. Lotze by Thomas E. Jarrell and wife, by deed dated March 16, 1920, and recorded among the aforesaid Land Records in Liber W.N.W. No. 21 folio 431.

THIRD; ALL that lot of ground, containing ten (10) acres of land, more or less, which was conveyed to William V. Klug and wife by Thomas E. Jarrell and wife, by deed dated August 28th, 1920 and recorded among the aforesaid Land Records in Liber W.N.W. No. 22 folio 473.

FOURTH; ALL that lot of ground containing fifteen (15) acres of land, more or less which was conveyed to J. Walter O'Boyle, Trustee by deed dated August 28, 1920, and recorded among the aforesaid Land Records in Liber W.N.W. No. 22 folio 472.

FIFTH; ALL that lot of ground containing 18.4 acres of land, more or less which was conveyed to Charles F. Seibel and wife, by the said Charles S. DuLaney and wife, by deed dated February 10, 1925, and recorded among the aforesaid Land Records in Liber W.N.W. No. 102 folio 493.

SAID conveyance aggregating 59.8 acres, more or less, leaving in the tract of land hereby intended to be conveyed, one hundred and thirty three and two-tenths (133.2) acres of land, more or less.

BEING a part of the property which was conveyed to the said Charles S. DuLaney by Thomas E. Jarrell and Anna L. Jarrell, his wife, by deed dated the 1st day of September 1920, and recorded among the aforesaid Land Records in Liber W.N.W. No. 22, folio 474.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said party of the second part, her heirs or assigns, forever in fee simple.

And the said parties of the first part hereby covenant that they will warrant specially the property hereby intended to be conveyed, and will execute such other and further

assurances of the same as may be necessary.

WITNESS the hands and seals of the said grantors.

Test:- Charles F. DuLaney (SEAL)

Philip F. DuLaney Lucy Moore Fristoe DuLaney (SEAL)

District of Columbia, City of Washington, to wit:-

I hereby certify that on this 30th day of October, 1925, before me the subscriber a Notary Public of the District of Columbia, in an_ for the City aforesaid, personally appeared Charles S. DuLaney and Lucy Moore Fristoe DuLaney, his wife, and acknowledged the aforegoing Deed to be their act.

Witness my hand and notarial seal.

(Notary Seal) Jno F. Langon

My commission expires Feby 14th 1928. Notary Public

Recorded Nov, 3rd 1925 at 9 A.M.

State of Maryland Anne Arundel County, Sct:-

I hereby certify that the aforegoing Deed is truly taken and copied from Liber W.M. B. NO. 17 folio 284 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 4th day of April A.D. 1933.

(COURT SEAL) Frank S. Revell, Clerk.

Filed April 6" 1933 Re-filed June 1, 1934

PLAINTIFF'S EXHIBIT #6 Deed Parks to Cooper

THIS DEED, Made this 31st day of May 1927, by and between Anna M. Parks, widow, party of the first part, and Paul Frederick Cooper and Jennie C. Cooper, his wife, parties of the second part, of Anne Arundel County, Maryland,

Witnesseth;- That for and in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, paid by the said parties of the second part, to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said parties of the second part, as tenants by the entireties, their heirs or assigns.

ALL that tract of land situate in the Third Election District of Anne Arundel County Maryland, being part of "Waters Resurvey", part of "Piney Grove" and part of "Canada" and described as follows:-

BEGINNING for the same at a point on the easterly side of the Annapolis-Baltimore Boulevard said point being distant 15 feet at right angles from the center line of said Boulevard, and distant also the following two courses and distances from a stone marking the beginning of the North 35° 45' East 101 perch line of the deed dated January 6, 1879, from Robert W. Chard and wife to Ferdinand V. Rosen, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 14 folio 159, south 33° 50' West 361.2 feet and south 33° 06' east 560 feet, said stone being distant north 33° 50_ east 411.55 feet from another stone situate near the westerly side of said Boulevard, and running thence north 59° 28 1/2' East 1294.5 feet thence south 39° 10' East 420 feet; thence north 66° 29' west 1356.9 feet to a point on the easterly side of said Boulevard, and thence north 33° 02'

west, parallel with the center line of said Boulevard, 250 feet to the point of beginning; containing ten (10) acres of land, more or less, according to a survey thereof made by Robert L. Burwell, Surveyor, May 1927. Being a part of the tract of land which was conveyed to the said Anna M. Parks, by Charles S. DuLaney and wife, by deed dated the 30th day of October, 1925, and recorded among the aforesaid Land Records in Liber W.M.B. No. 17 folio 284.

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

TO HAVE AND TO HOLD the above described lot of ground unto and to the proper use and benefit of the said parties of the second part, as tenants by the entireties, their heirs or assigns, forever in fee simple.

And the said party of the first part hereby covenants that she will warrant specially the lot of ground, hereby intended to be conveyed, and will execute such other and further assurances of the same as may be necessary.

Witness the hand and seal of the said Grantor.

Test:- Sharp L. Wilson. Anna M. Parks (seal)

State of Delaware, Kent County, to wit:-

I hereby certify that on this second day of June 1927, before me, the subscriber, a Notary Public of the State of Delaware, in and for the County aforesaid, personally appeared Anna M. Parks, widow, and acknowledged the aforegoing deed to be her act.

Witness my hand and notarial seal.

(Notary Seal) Sharp L. Wilson

Notary Public

Recorded June 4, 1927, 11 A.M.

State of Maryland, Anne Arundel County Sct:-

I Hereby certify that the aforegoing Deed is truly taken and copied from Liber F.S.R. No. 13 folio 379 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 4th day of April A.D. 1933.

(COURT SEAL) Frank S. Revell Clerk.

Filed April 6" 1933. Re-filed June 1, 1934.

PLAINTIFF'S EXHIBIT #7 Mortgage Cooper to Duvall

THIS MORTGAGE, Made this 31st day of May, in the year nineteen hundred and twenty-seven by and between Paul Frederick Cooper and Jennie C. Cooper, his wife, parties of the first part, and Joseph W. Duvall, party of the second part, of Anne Arundel County, Maryland.

WITNESSETH:- Whereas, the said parties of the first part have borrowed from the said party of the second part the sum of Seven Thousand Dollars ($7,000.00) to complete the purchase price of the property hereinafter mentioned; and to secure the prompt payment thereof the said parties of the first part have given unto the said party of the second part their promissory note, of even date herewith, for said amount, payable in five years from the date hereof, with interest thereon, at the rate of six per cent. per annum, payable every six months; and

WHEREAS, it was a condition precedent to the granting of said loan that these presents should be executed for the purpose of securing the prompt payment of said note, or any and all renewals thereof, or substitutes therefor, at the time limited for the payment of the same.

AND it is hereby understood and agreed by and between the parties hereto that the said parties of the first part shall reduce said mortgage indebtedness by the payment of Five Hundred Dollars ($500.00) annually, during the existence of this mortgage; the interest to cease on said payments as and when the same are made.

NOW THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises, and the sum of One Dollar, ($1.00) paid by the said party of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, his heirs or assigns,

ALL that tract of land situate in the Third Election District of Anne Arundel County, Maryland, known as "Waters Resurvey" part of "Piney Grove" and part of "Canada" containing ten acres of land more or less. Being the tract of land which was conveyed to the said Paul Frederick Cooper and C Jennie C. Cooper, his wife, by Anna M. Parks, by deed of even date herewith, which said deed is intended to be recorded prior to or with this mortgage among the Land Records of Anne Arundel County; and being part of the property which was conveyed to the said Anna M. Parks, by Charles S. DuLaney and wife, by deed dated the 30th day of October, 1925, and recorded among the aforesaid Land Records in Liber W.M.B. No. 17, folio 284.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtenances and advantages thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said party of the second part, his heirs and assigns, forever.

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

AND it is agreed that, until default be made in the premises, the said parties of the first part, their heirs or assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues, and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges mortgage debt and interest, the said parties of the first part, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time Limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt, shall be due and demandable, and it shall be lawful for the said party of the second part, his heirs, personal representatives or assigns, of Winson G. Gott, his Attorney or Agent at any time after such default, to sell the property here-

by mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: UPON GIVING TWENTY DAYS' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, his heirs, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty dollars and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his heirs, personal representatives and assigns under this mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs, personal representatives, or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage, and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, his heirs, personal representatives or assigns, or Winson G. Gott, his said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said parties of the first part, for themselves, their heirs, personal representatives and assigns, do further covenant to insure and pending the existence of this mortgage to keep (insured in some good company satisfactory to the said Mortgagee, his heirs personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least __ dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, his heirs, personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his heirs, personal representatives and assigns

WITNESS the hands and seals of the said Mortgagors.

Test

Ruby W. Chaney.

Paul Frederick Cooper (SEAL)

Jennie C. Cooper (SEAL)

State of Maryland, Anne Arundel County, to Wit:

I hereby certify that on this 31st day of May, in the year nineteen hundred and twenty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Paul Frederick Cooper and Jennie C. Cooper, his wife, the Mortgagors named in the aforegoing Mortgage and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Winson G. Gott, the Attorney or Agent named in the aforegoing Mortgage, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; also that he is the Attorney or Agent of the within named Mortgagee and is duly authorized to make this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney

Notary Public.

Recorded June 4, 1927, 11 A.M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Mortgage was truly taken and copied from Liber F. S. R. No. 13, folio 380, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 30th day of April A.D. 1932.

(COURT SEAL) Frank S. Revell, Clerk.

Filed April 6" 1933 Re-filed June 1, 1934.

PLAINTIFF'S EXHIBIT #8 Deed Cooper to Parks

THIS DEED, Made this 12th day of May 1927, by and between Paul Frederick Cooper and Jennie C. Cooper, his wife, parties of the first part, and Anna M. Parks, party of the second part, of Anne Arundel County, Maryland, Witnesseth:

That for and in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, paid by the said party of the second part, to the said parties of the first part the receipt whereof is hereby acknowledged, the said parties of the first part does hereby grant and convey unto the said party of the second part, her heirs and assigns,

ALL that tract of land situate in the Third Election District of Anne Arundel County, Maryland, being part of "Waters Re-Survey" part of "Piney Grove" and part of "Canada" and described as follows:

Beginning for the same at a point on the easterly side of the Annapolis, Baltimore Boulevard, said point being distant 15 feet at right angles from the center line of said Boulevard, and distant also, the following two courses and distances from a stone marking the beginning of the North 35° 45' East 101 perch line of the deed dated January 6, 1879 from Robert W. Chard and wife, to Ferdinand V. Rosen, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 14, folio 159, South 33° 50' West 361.2 feet and South 33° 06' East 560 feet; said stone being distant North 33° 50' East 411.55 feet from another stone situate near the westerly side of said Boulevard and running thence North 59° 28½' East 1294.5 feet; thence South 39° 10' East 420 feet; thence North 66° 29' West 1356.9 feet to a point on the Easterly side of said Boulevard; and thence North 33°

02' West parallel with the center line of said Boulevard, 250 feet to the point of beginning, containing ten (10) acres of land, more or less, according to a survey thereof made by Robert L. Burwell, Surveyor, May 1927, Being the tract of land which was conveyed to the said Paul Frederick Cooper and wife by the said Anna M. Parks, widow, by deed dated the 31st day of May, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 13, folio 379.

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

To Have and To Hold the above described property unto and to the proper use and benefit of the said party of the second part, her heirs or assigns, forever, in fee simple.

And the said parties of the first part hereby covenant that they will warrant specially the property, hereby intended to be conveyed and will execute such other and further assurances of the same as may be necessary.

Witness the hands and seals of the said grantors.

Test: Paul F. Cooper (SEAL)

Ruby W. Chaney. Jennie C. Cooper (SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 12th day of May, 1927, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Paul Frederick Cooper and Jennie C. Cooper, his wife, and acknowledged the aforegoing deed to be their act.

Witness my hand and Notarial Seal.

(Notary Seal) Ruby W. Chaney

Notary Public.

Rexorded 18th August 1928, at 11-45 A.M.

State of Maryland, Anne Arundel County, Sct:

I Hereby certify, that the foregoing Deed was truly taken and copied from Liber F.S.R. No. 38, folio 339, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 4th day of April, A.D. 1933.

(COURT SEAL) Frank S. Revell, Clerk.

Filed April 6" 1933 Re-filed June 1, 1934.

ANSWER.

Farmers National Bank of Annapolis No. 6477 Equity

vs. In the Circuit Court

ANNA M. PARKS AND WILLIAM P. BIGELOW, for

Executor and Trustee of Joseph W. Duvall Estate Anne Arundel County

To the Honorable, the Judges of said Court:

The Defendants in the above entitled case, Anna M. Parks, and William P. Bigelow, Executor and Trustee of Joseph W. Duvall Estate, by George E. Rullman, their Attorney, answering the Plaintiff's Bill of Complaint filed against them, respectfully states:

First. That they admit the matters and facts stated in the first paragraph of the

Bill of Complaint, except that William F. Hoey, mentioned in said paragraph, departed this life prior to Joseph W. Duvall's death and as a consequence could not and did not qualify or serve in the capacity of Executor or Trustee under the Will of the said Joseph W.Duvall.

Second. Answering the second paragraph of said Bill of Complaint, the said Defendants neither admit nor deny the allegations contained therein and call upon the Plaintiff for strict proof thereof.

Third. Answering the third paragraph of the said Bill of Complaint, these Defendants admit the allegations with reference to the first marriage of Joseph W. Duvall but call upon the Plaintiff for strict proof with reference to the second marriage mentioned in said paragraph.

Fourth. The Defendants neither admit nor deny the allegations contained in the fourth paragraph of the Bill of Complaint, as they are unable to state that Joseph W. Duvall was aware of his financial ability and call upon the plaintiff for strict proof of said allegations contained in said paragraph.

Fifth. Answering the fifth paragraph of the Bill of Complaint, these Defendants admit that Joseph W. Duvall was indebted to the Farmers National Bank at the time of his death for certain sums of money but are now unable to state the present indebtedness of this estate to said Bank, in that the Bank has failed for some months, to render a statement showing balance of said indebtedness, and they are unable to state whether the stocks and bonds posted as collateral to said loans has shrunken in value, although at the time of the making of the loans the said collateral posted was of sufficient value to pay his indebtedness, and call upon the Plaintiff for strict proof of the allegations contained in this paragraph of the Bill of Complaint.

Sixth. Answering the Plaintiff's Sixth paragraph of the Bill of Complaint, these Defendants state that they have no knowledge that "the said Joseph W. Duvall determined that his wife, Marie Seebohm Duvall, in case of his death, should not receive any part of his Estate if by any means he might prevent it," but they deny that he resorted, as alleged by the Plaintiff, of placing titles to real estate and taking mortgage loans in the name of his sister, the Defendant, Anna M.Parks.

And answering the said paragraph further, the said Anna M. Parks, states that she made certain investments from her own funds, some of which was obtained through inheritance from her father's estate, some from the profits of a Millinery and Gift Shop business, which was operated in Fredericka, Delaware, by her and denies that the money loaned by her as mortgagee to William F. Matteson and wife, amounting to $5,000.00 secured by a mortgage dated the 20th day of September, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 39, folio 268, was the money of the said Joseph W. Duvall, and also denies that the loan of $11,000.00 wherein the said Anna M. Parks was mortgagee, and William F. Matteson and wife, mortgagors secured by a mortgage dated September 10, 1929 and recorded among the Land Records of Anne Arundel County, in Liber F.S. R. No. 61, folio 120, was the money of the said Joseph W. Duvall.

She further denies that the tract of land called "Water's Re-Survey" in the Third Election District of Anne Arundel County obtained by her by deed from Charles S.Dulaney and wife, dated October 30, 1925 and recorded among the aforesaid Land Records in Liber

W.M.B. No. 17, folio 284 was the property of the said Joseph W. Duvall and put in her name for the purpose of defeating any interest that his wife may have therein in the event of his death, as alleged.

And answering further the said Anna M. Parks admits that she sold to Paul Frederick Cooper and wife, ten acres of the above mentioned tract of land and that the said Paul Frederick Cooper and wife, on the same day executed to Joseph W. Duvall, a mortgage for $7,000.00 on said ten acres with improvements thereon, which was a purchase money mortgage, for the purpose of completing the purchase price of said ten acres of land and improvements.

And answering further the said Anna M. Parks states that the said mortgagors were unable to make payments in accordance with the covenants of the mortgage and that she, the said Anna M. Parks agreed to accept a deed re-conveying the property to her, and while it appears that this reconveyance is dated May 12, 1927, this is an error as the property was reconveyed to her in May, 1928 and recorded in August, 1928 and that the mortgage of $7,000.00 on said property held by Joseph W. Duvall was satisfied and paid to him.

Answering further, the Defendant, Anna M. Parks states that the said Joseph W. Duvall did act as her agent in some transactions, acknowledged certain papers as such agent which were her investments. The money used in these transactions was her money, that Joseph W. Duvall did not have any interest in these matters and that she held title to these properties, she paid all taxes, public charges, fire insurance and other expenses out of her own funds, and is now so paying.

And these Defendants having answered the Bill of Complaint so far as they are advised that it is necessary for them so to do, pray to be dismissed with their reasonable costs.

George E. Rullman — Anna M. Parks
Solicitor for Defendants — William P. Bigelow
Defendants.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I hereby certify that on this 5th day of June, 1933, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared Anna M. Parks and William P. Bigelow, and each made oath in due form of law that the matters and facts set forth in the foregoing Answer are true to the best of their knowledge and belief.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) R. Warren Hammerslough
Notary Public.

Filed June 6" 1933.

OPINION AND DECREE.

In this case the bill of complaint was filed by the Farmers National Bank, of Annapolis, against Anna M. Parks, and William P. Bigelow surviving Executor and Trustee of Joseph W. Duvall, deceased.

The bill alleges that the said Joseph W. Duvall, at the time of his death, was indebted to the Farmers National Bank, in the sum of $31,523.75; that by reason of the shrinkage in the value of the stocks and bonds held as collateral by the bank, for said indebtedness, the bank now has no security other than the real estate of the said Joseph W. Duvall title to which is in the name of the defendant Anna M. Parks; and that there

are no other assets of the estate of Joseph W. Duvall.

The bill alleges that there are three specific pieces of property now held by Mrs. Parks which rightfully belong to the estate of Joseph W. Duvall, namely;

(1). The property conveyed to Anna M. Parks by Charles F. Lee, and wife, by deed dated February 6, 1932, and recorded in Liber F.S.R. 94 folio 350;

(2). The property conveyed to Anna M. Parks, by Charles S. Dulaney, and wife, on October 30, 1925, and recorded in Liber W.M.B. No 17 folio 284, and

(3). The property conveyed to Anna M.Parks, by Paul Frederick Cooper, and wife on May 12, 1927, and recorded in Liber F.S.R. No 38 folio 339.

The bill asks for a decree declaring that the above mentioned property is held by the defendant, Anna M. Parks in trust for the estate of Joseph W. Duvall.

The bill bases the right to the relief it seeks upon the allegations that the property above mentioned was solely defeating any claims of his second wife, placed the title to all of his property in the name of his sister-in-law, Mrs. Anna M. Parks.

The answer is a general denial of the charges in the bill that the property now held by Mrs. Parks belonged to Joseph W. Duvall; and it alleges that the various sums of money loaned on mortgages on the property now held by her, was her own money, and that Joseph W. Duvall merely acted as her agent in all of the transactions connected with taking the mortgages, foreclosing, and taking of title by Mrs. Parks.

The proof in the case is voluminous, and no attempt will be made to cite it at length. After a careful consideration of all the proof, and exhibits, the Court is convinced that Joseph W. Duvall did conceive, and put into effect, the plan followed in the transactions here questioned, for the sole purpose of defeating any rights, which he believed his second wife might have in his estate.

Unquestionably, the proof clearly established the fact that it was Duvall's money which was loaned on the mortgages, and when it became necessary to take the property after foreclosure, Duvall had it placed in Mrs. Parks name, although it belonged to him. The testimony that it was Mrs. Parks' money which was loaned, when taken in connection with the circumstances as shown by the bank books, is not convincing.
The letter marked plaintiffs exhibit No. 4, in the divorce case, Equity No. 230, furnishes conclusive proof of the motive, and purpose of Joseph M. Duvall in arranging his affairs as he did in this instance.

Such transactions are not sanctioned, nor upheld by the law, and Equity will not permit one to hold property which in good conscience does not belong to her, to the detriment of just claimants.
McInnes, 163 Md 311; Byer 160 Md 219;
Leupold 156 Md 518; McIntyre 153 Md 661;
Jasinske 145 Md 58; Springer 144 Md 465;
Clark vs. Clark 139 Md 42; 26 R.C.L. 1232.

The exception to the testimony of Judge Green is sustained and his testimony has not been considered in arriving at the decision in this case. Benzinger 134 Md 583.

Wm Henry Forsythe Jr

It is therefore Adjudged, Ordered and Decreed, by the Circuit Court for Anne Arundel County, in Equity, this 13th day of November 1934, that the real estate now held by Anna

M. Parks, namely:

(1). the property conveyed by Charles F. Lee, and wife, to Anna M. Parks, by deed dated February 6, 1932 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 94 folio 350;

(2). the property conveyed by Charles S. Dulaney, and wife, to Anna M. Parks by deed dated October 30, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No 17 folio 284; and

(3). the property conveyed by Paul Frederick Cooper, and wife, to Anna M. Parks, by deed dated May 12, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 38 folio 339; in Equity, belongs to the Estate of the late Joseph W.Duvall, and should be conveyed, by proper deeds, to the Trustee and Executor of the Estate of the said Joseph W. Duvall, and to effect that purpose R. Tilghman Brice is hereby appointed trustee to execute the proper deeds conveying the legal title to said three pieces of real estate above mentioned, from Anna M. Parks to William P. Bigelow, surviving Executor and Trustee of Joseph W. Duvall deceased.

And it is further ordered that the defendants pay the costs of this proceeding.

Wm Henry Forsythe Jr

Filed Nov. 13" 1934.

For previous proceedings in this case See Equity No. 42, F.A.M. Folio 36 to 40 Inc.

HENRY KOLLMAN, et al.	:	No. 7443 Equity
VS.	:	In the Circuit Court for
THE FIRST LITHUANIAN BUILDING ASSOCIATION	:	Anne Arundel County
OF BALTIMORE CITY		In the Circuit Court No. 2 of Baltimore City.

To the Honorable, The Judge of said Court:

THE PETITION of William F. Broening, Receiver of The First Lithuanian Building Association of Baltimore City, by Lawrence S. Kaufman, his counsel, respectfully represents:

FIRST: That among the assets of this Association are certain lots known or designated as lots Nos. 396 and 397, Roland Terrace, Section A., Plat Book G.W. No. 1, Folio 149; (See also Plat Book G.W. No. 2, folio 140.); and also being the same lots or parcels of ground which by Deed dated October 31, 1930 and recorded among the Land Records of Anne Arundel County, in Liber F.S.R. No. 69, Folio 301 &c., was granted and conveyed by C. Morris Harrison, Attorney, to The First Lithuanian Building Association of Baltimore City; said property being on the east side of Johnson Street fronting fifty feet, with a depth of one hundred twenty-five feet, situate and lying in Anne Arundel County, State of Maryland, and being in fee simple.

SECOND: That your petitioner has been endeavoring to sell said property and has now received an offer of Twenty-Three Hundred and Fifty ---------- Dollars ($2350.00) from Fred F. Short and Agnes E. Short, his wife, which he believes to be a fair and reasonable price and being the highest offer which he has been able to obtain for said property, your petitioner has contracted to sell said property to the said Fred F. Short and Agnes E. Short, his wife, subject to the approval of and final ratification by this Honorable Court.

THIRD: That this is the highest offer your petitioner has been able to secure for said property, and he believes it is the highest offer he will be able to secure, and it is his opinion that it will be to the best interest of this estate to accept said offer.

WHEREFORE your petitioner respectfully prays this Honorable Court for authority to sell to Fred F. Short and Agnes E. Short, his wife, at and for the sum of Twenty-Three Hundred and Fifty ($2350.00) Dollars cash the fee simple property hereinbefore referred to.

AND as in duty bound, etc.

Lawrence S. Kaufman
Counsel to Receiver

Wm. F. Broening
Receiver of The First Lithuanian Building Association of Baltimore City

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 1st day of September, 1938, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared William F. Broening, Receiver of The First Lithuanian Building Association of Baltimore City, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein stated.

AS WITNESS my hand and Notarial Seal.

(SEAL)

Minnie M. Gary
Notary Public

ORDER

Upon the aforegoing petition and affidavit, it is this 2nd day of September, 1938, by the Circuit Court No. 2 of Baltimore City,

ORDERED that William F. Broening, Receiver of The First Lithuanian Building Association of Baltimore City, be and he is hereby authorized and empowered to sell to Fred F. Short and Agnes E. Short, his wife, at and for the sum of $2350.00 cash the fee simple property in Anne Arundel County, State of Maryland, referred to in the aforegoing petition, but said sale to be made subject nevertheless to final ratification under the 19th Equity Rule.

AND IT IS FURTHER ORDERED, That said Receiver be, and he is hereby authorized and empowered to do all things and sign all papers which may be necessary to consummate said transaction.

Robert F. Stanton, Judge.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of William F. Broening, Receiver of The First Lithuanian Building Association of Baltimore City, respectfully represents:

FIRST: That in pursuance of the authority vested in him by virtue of the order passed in these proceedings on September 2, 1938, the said Receiver did sell the fee simple property located in Anne Arundel County, State of Maryland, known as lots Nos. 396 and 397, Roland Terrace, Section A., at private sale to Fred F. Short and Agnes E. Short, his wife, at and for the sum of Twenty-Three Hundred and Fifty ($2350.00) Dollars, which was the highest price obtainable therefor at private sale.

Amount of private sale $2350.00

Lawrence S. Kaufman
Counsel to the Receiver

Wm F. Broening
Receiver of The First Lithuanian Building Association of Baltimore City.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 6th day of September, 1938, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared William F. Broening, Receiver of The First Lithuanian Building Association of Baltimore City, and made oath in due form of law that the 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) Jacob Kaufman

Notary Public.

ORDER NISI & ORDER OF COURT

ORDERED, That the private sale of the property mentioned in these proceedings, made to Fred F. Short and Agnes E. Short, his wife and reported by William F. Broening, Receiver be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of October, 1938; provided a copy of this order be inserted in some daily newspaper, printed in Baltimore City, once in each of three successive weeks before the 1st day of October, 1938.

The report states the amount of private sale to be $2350.00

Eli Frank

THE DAILY RECORD

Baltimore, Sept. 22, 1938.

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court No.2 of Baltimore City, Case of Henry Kollman, et al vs. The First Lithuanian B. Assn. was published in THE DAILY RECORD, a daily newspaper ---------- published in the City of Baltimore, once in each of three successive weeks before the 1st day of Oct. 1938 First insertion Sept. 8th, 1938

THE DAILY RECORD

Per Arthur M. Stevenson, 3rd.

Ordered by the Circuit Court No. 2 of Baltimore City, this 10th day of October, 1938, That the private sale made and reported by the Trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Rowland K. Adams

State of Maryland, City of Baltimore, SS:

I, John Pleasants, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above are true copies of the original Petition and Order of Court to sell Lots signed the 2nd. day of September 1938; Report of Sale filed the 7th. day of September, 1938; Order Nisi signed the 7th. day of September, 1938; Certificate of Publication filed the 10th. day of October, 1938; Final Order Ratification Order ratifying and Confirming said sale signed the 10th. day now on file in this office in the cause therein of October, 1938. In Testimony Whereof, I hereto set my hand and affix the seal of said Circuit Court No. 2, this 1st day of November, A.D. 1938

(COURT SEAL) John Pleasants, Clerk.

Filed Nov. 28th. 1938.

Certified copies from Circuit Court No. 2 of Baltimore City.

Henry Kollman, et al.	In the Circuit Court No. 2
vs.	of Baltimore City
The First Lithuanian Building	No. 7443 Equity
Association of Baltimore City	In the Circuit Court for Anne Arundel County.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of William F. Broening, Receiver of the First Lithuanian Building Association of Baltimore City, by his counsel, Lawrence S. Kaufman, respectfully represents:

FIRST: That among the assets of this Receivership are two unimproved fee simple lots situated on the west side of Wasena Avenue north of Church Street, each lot having a width of twenty five (25) feet on Wasena Avenue with a depth of about one hundred fifty (150) feet to a ten foot alley; which lots are known or designated as lots Nos. 20 and 21 on the plat of the property of Frank Wasielewski and wife, recorded among the plat records of Anne Arundel County in plat book F. S. R. No. 1 folio 22; which lots are more particularly described in a deed dated May 31, 1934, from C. Morris Harrison, Attorney named in mortgage, to William F. Browning, Receiver of the First Lithuanian Building Association of Baltimore City, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 130, Folio 315, &c. Your Petitioner has made diligent efforts to sell the same and that the best and highest offer obtainable therefor was received from Charles F. Hamilton and Leona B. Hamilton, his wife, which offer was Three Hundred Fifty ($350.00) Dollars with a deposit of Twenty five ($25.00) Dollars, and the balance to be paid within thirty days from the date of the agreement.

SECOND: That your Petitioner has had this property appraised by J. Henry Strohmeyer, a licensed real estate broker and Reuben H. Steinberg, an attorney and an experienced real estate dealer, whose appraisement is in the amount of Two Hundred ($200.00) Dollars, and is attached hereto.

THIRD: That the property consists of two unimproved lots which have been unproductive since the appointment of the Receiver, That in the opinion of your Petitioner, the above mentioned price of Three Hundred Fifty ($350.00) Dollars is a fair and reasonable one for the said property, and it is to to the best interest and advantage of the estate that the said offer be accepted.

FOURTH: That the lots were sold by C. Morris Harrison, Esq., who is entitled to the usual real estate commissions of 5% for making said sale upon consummation of the same.

WHEREFORE your Petitioner prays this Honorable Court to pass an order authorizing and empowering your Petitioner to sell the above mentioned property to the said Charles F. Hamilton and Leona B. Hamilton, his wife, at and for the sum of Three Hundred Fifty ($350.) Dollars. the sale to be made however, under the Nineteenth Equity Rule.

AND AS IN DUTY BOUND, &c.

Lawrence S. Kaufman	Wm. F. Broening
Counsel to the Receiver	Receiver of the First Lithuanian Building Association of Baltimore City.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 20th day of September, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Broening, Receiver of the First Lithuanian Building Association of Baltimore City, and made oath in due form of law that the matters and facts contained in the foregoing petition are true to the best of his knowledge, information, and belief.

AS WITNESS my hand and Notarial Seal.

Minnie M. Gary (Seal)

Notary Public.

WE, the undersigned, the first a licensed real estate broker and the second an experienced real estate dealer, do hereby certify that they are now and for a long time prior hereto have been engaged in the business of appraising real estate, that they have examined the property in Anne Arundel County, State of Maryland, and known or designated as Lots Nos. 20 and 21; for Honorable William F. Broening, Receiver of the First Lithuanian Building Association of Baltimore City, and that in their opinion the sum of three hundred and fifty ($350.00) dollars is a good price for said property in its present condition and that said Receiver should accept the offer referred to in the aforegoing petition.

Dated This 19th day of September, 1941.

J. Henry Strohmeyer

Ruben A. Steinberg

ORDER.

Upon the aforegoing petition, affidavit, and certificate, it is this 20th day of September, 1941, by the Circuit Court No. 2 of Baltimore City

ORDERED, that William F. Broening, Receiver of the First Lithuanian Building Association of Baltimore City be and he is hereby authorized and empowered to sell to the said Charles F. Hamilton and Leona B. Hamilton, his wife, at and for the price of Three Hundred Fifty ($350.00) Dollars, the fee simple property in Anne Arundel County, State of Maryland, referred to in the aforegoing petition as lots Nos. 20 and 21, but said sale to be made subject nevertheless, to final ratification under the Nineteenth Rule.

AND IT IS FURTHER ORDERED that the said Receiver be, and he is hereby authorized and directed to pay C. Morris Harrison, Esq., Attorney, the usual real estate commissions of 5% for making said sale upon consummation thereof.

Eli Frank

State of Maryland, City of Baltimore, ss:

I, JOHN S. CLARKE, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true abstract copy of the original Order of Court signed the 20th day of September, 1941 now on file in this office in the cause therein entitled Henry Kollman, et al. vs. The First Lithuanian Building Association of Baltimore City.

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court No. 2, this 4th day of August A.D. 1942

(COURT SEAL) John S. Clarke, Clerk.

Henry Kollman, et al.
vs.
The First Lithuanian Building
Association of Baltimore City

In the Circuit Court No. 2
of
Baltimore City

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of William F. Broening, Receiver of the First Lithuanian Building Association of Baltimore City, respectfully represents:

FIRST: That in pursuance of the authority vested in him by virtue of the order passed in these proceedings on September 20th 1941, the said Receiver did sell the fee simple property consisting of two unimproved lots situated on the west side of Wasena Avenue north of Church Street, each lot having a width of twenty five (25) feet on Wasena Avenue with a depth of about one hundred fifty (150) feet to a ten foot alley; which lots are known or designated as lots Nos. 20 and 21 on the plat of the property of Frank Wasielewski and wife, recorded among the plat records of Anne Arundel County in plat book F. S. R. No. 1 Folio 22; which lots are more particularly described in a deed dated July 31, 1934, from C. Morris Harrison, Attorney named in mortgage, to William F. Broening, Receiver of the First Lithuanian Building Association of Baltimore City, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 130, Folio 315,&c., at private sale to Charles F. Hamilton and Leona B. Hamilton, his wife, at and for the sum of Three Hundred Fifty ($350.00) Dollars, which was the highest price obtainable therefor at private sale.

Amount of private sale $350.

Lawrence S. Kaufman
Counsel to the Receiver

Wm. F. Broening
Receiver of the First Lithuanian Building Association of Baltimore City

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 20th day of September, 1941, before me, the subscriber, a Notary Public of the Stat_ of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Broening, Receiver of the First Lithuanian Building Association of Baltimore City and made oath in due form of law that the matters and facts 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.

Minnie M. Gary (Seal)
Notary Public.

STATE OF MARYLAND, CITY OF BALTIMORE, ss:

I, JOHN S. CLARKE, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Report of Sale filed the 20th day of September, 1941 now on file in this office in the cause therein entitled Henry Kollman, et al vs. The First Lithuanian Building Association of Baltimore City

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT NO. 2, this 4th day of August A.D. 1942

(COURT SEAL) John S. Clarke, Clerk.

FINAL ORDER.

ORDERED by the Circuit Court No. 2 of Baltimore City, this 23rd day of October,1941,

That the sale made and reported by the Trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Eli Frank

State of Maryland, City of Baltimore, ss:

I, JOHN S. CLARKE, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Final Order signed the 23rd day of October, 1941 now on file in this office in the cause therein entitled Henry Kollman, et al. vs. The First Lithuanian Building Association of Baltimore City.

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT No. 2, this 13th day of August A.D. 1942

(COURT SEAL) John S. Clarke, Clerk.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of William F. Broening, Receiver of the First Lithuanian Building Association of Baltimore City, by Lawrence S. Kaufman, his counsel, respectfully represents:

FIRST: That on or about September 20th, 1941 your petitioner filed a petition in this Court for the private sale of two unimproved fee simple lots situate on the west side of Wasena Avenue, north of Church Street, each lot having a width of twenty five feet on Wasena Avenue, with a depth of about one hundred and fifty feet to a ten foot alley; which lots are known or designated as lots Nos. 20 and 21 on the Plat of the property of Frank Wasielewski and wife, recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 1, folio 22; which lots are more particularly described in a deed dated May 31st, 1934 from C. Morris Harrison, the attorney named in mortgage to William F. Broening, Receiver of the First Lithuanian Building Association of Baltimore City and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 130, folio 315 &c, on which petition the Court passed an order for the authority to sell said lots at private sale as therein prayed.

SECOND: That in pursuance of said order your Receiver sold the said lots at private sale to Charles F. Hamilton and Laura P. Hamilton, his wife, at and for the sum of Three Hundred and Fifty ($350.00) Dollars, and on September 20, 1941 he filed his report of sale for ratification under the Nineteenth Equity Rule; that no exceptions were filed thereto, and the said sale was finally ratified on or about October 22, 1941.

THIRD: That the said purchasers have been unable to settle for the said property although they made a deposit thereon of Seventy Five ($75.00) Dollars, which deposit your petitioner returned to the said purchasers on or about February 24, 1942, and accepted from them a receipt and a release of any rights which they may have in the said lots by reason of their agreement to purchase same, said release is attached hereto.

FOURTH: That this estate is about to be finally distributed and your petitioner has received an offer from Jacob L. Friedman to purchase the said lots at the same price, to wit: Three Hundred and Fifty ($350.00) Dollars, which is the highest offer that he has received for the same, and the acceptance of which offer would net the Receiver the same amount as the sale heretofore made to the Hamiltons.

WHEREFORE your petitioner prays the Court to pass an order authorizing and empowering him to sell the said lots to the said Jacob L. Friedman, and substitute the latter as purchaser thereof.

AND as in duty bound, &c.

Lawrence F. Kaufman
Counsel to the Receiver

William F. Broening
Receiver of the First Lithuanian Building Association of Baltimore City

STATE OF MARYLAND CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 23rd day of May, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Broening, Receiver of the First Lithuanian Building Association of Baltimore City, and made oath in due form of law that the matters and facts contained in the foregoing petition are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

(Seal)

Miriam Shannel
Notary Public

ORDER.

UPON THE AFOREGOING PETITION and AFFIDAVIT, it is this tenth (10) day of June, 1942, by the Circuit Court No. 2 of Baltimore City

ORDERED that William F. Broening, Receiver of the First Lithuanian Building Association of Baltimore City be and he is hereby authorized and empowered to sell to the said Jacob L. Friedman, at and for the sum of Three Hundred and Fifty ($350.00) Dollars, cash, the fee simple property herein referred to; taxes and other expenses to be adjusted to date of settlement, to be made within thirty days from the date hereof.

AND IT IS FURTHER ORDERED that the above mentioned Jacob L. Friedman be and he is hereby substituted as purchaser of the said lots in place of the previous purchasers Charles F. Hamilton and Laura B. Hamilton, his wife.

George A. Solter Judge.

State of Maryland, City of Baltimore, SS:

I, JOHN S. CLARKE, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Order of Court signed the 10th day of June, 1942 now on file in this office in the cause therein entitled Henry Kollman et al. vs. The First Lithuanian Building Association of Baltimore City

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT No. 2, this 4th day of August, A.D. 1942

(COURT SEAL) John S. Clarke Clerk.

I, Jacob L. Friedman, purchaser of the lots herein mentioned do hereby consent to the passage of the Order as prayed, and agree to make settlement within thirty days from the date hereof.

Jacob L. Friedman

Filed September 25" 1942.

Zofia Bizon, et al.	:	CIRCUIT COURT No. 2
vs.	:	No. 7658 Equity. - In the Circuit
First Polish-American Building Assn.	:	Court for Anne Arundel County.
"Sobieski", body corporate	:	

FOR PREVIOUS PROCEEDINGS SEE EQUITY J.H.H. No. 49 Folio 396 to 424 Inc. & Equity J.H.H. No. 52, folio 455 to 485, Inc.

Certified Copy of Petition of Receivers of First Polish-American Building Association "Sobieski", to make Private Sale of certain Lots at Hilltop Park, Linthicum Farms and Brooklyn Heights, Baltimore and Anne Arundel Counties, to reliable Homes Corporation for $1750.00, and Order of Court thereon.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Paul R. Hassencamp and Paul M. Higinbothom, Receivers herein, respectfully represents unto your Honor:

1. That among the assets of this estate are the fee simple, unimproved lots of ground known as Lots Nos. 35, 36, 37, 38, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 55, 56, 57, 58, 63, 64, 65, 66, 69, 70, 71, 72, 73, 74, 75, 76, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, and 90 on the Plat of Hilltop Park, Baltimore County; Lots Nos. 537, and 538, on the Plat of Linthicum Farms, Anne Arundel County; and Lots Nos. 156, 157, and 158, Section "C", on the Plat of Brooklyn Heights, Baltimore County, title to all of which are vested in your Receivers.

2. Your petitioners have procured an offer for all of said lots at Private Sale from Reliable Homes Corporation, of $1750.00 with a deposit of $100.00, taxes and other charges to be adjusted as of the date of settlement, settlement to be made upon ratification of sale.

3. Your petitioners believe said offer should be accepted as they are certain they could not dispose of the same more advantageously, and they request that they be authorized to make said sale unto Reliable Homes Corporation, a body corporate, for $1750.00, upon the terms and conditions above stated.

4. Attached hereto as part hereof is a certification as to the value of said lots.

Wherefore they pray that an order may be passed herein authorizing such sale.

And as in duty, etc.

Edward L. Ward
Counsel for Receivers

Paul R. Hassencamp
Paul M. Higinbothom
Receivers

Sworn to before me this ___ day of July, 1943, by Paul R. Hassencamp and Paul M. Higinbothom, Receivers.

(Notary Public - Seal) Gordon S. Duvall Notary Public.

We, the undersigned, real estate dealers in Baltimore City and Baltimore County, certify that we have examined the lots mentioned in the aforegoing petition, and feel that $1750.00 is a fair and reasonable price for said lots and said offer should be accepted.

W. E. Ferguson
Samuel R. Boyd

Upon the foregoing petition and certification, it is this 21st day of July, 1943, by

the Circuit Court No. 2 of Baltimore City, ORDERED, that Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be and they are hereby authorized to sell at Private Sale unto Reliable Homes Corporation, a body corporate, the fee simple unimproved lots of ground known as Lots Nos. 35, 36, 37, 38, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 55, 56, 57, 58, 63, 64, 65, 66, 69, 70, 71, 72, 73, 74, 75, 76, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, and 90 on the Plat of Hilltop Park, Baltimore County; Lots Nos. 537 and 538 on the Plat of Linthicum Farms, Anne Arundel County; and Lots Nos. 156, 157 and 158, Section "C", on the Plat of Brooklyn Heights, Baltimore County, for $1750.00 with a deposit of $100.00, taxes and other charges to be adjusted as of date of settlement, settlement to be made upon ratification of sale herein.

Eli Frank Judge.

Certified Copy of Report of Private Sale by Receivers of First Polish American Building Association "SOBIESKI", of Certain Lots at Hilltop Park, Linthicum Farms and Brooklyn Heights, Baltimore and Anne Arundel Counties, to Reliable Homes Corporation, for $1750.00, and Ratification thereof.

Zofia Bizon, et al. — In the Circuit Court No. 2

vs. — of

First Polish-American Building Association, "SOBIESKI", a corporation. — Baltimore City

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Private Sale made by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, respectfully represents unto your Honor:

1. That in pursuance of the authority contained in an order of this Court, dated July __, 1943, your Receivers report they have sold at Private Sale unto Reliable Homes Corporation, the fee simple unimproved Lots Nos. 35, 36, 37, 38, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 55, 56, 57, 58, 63, 64, 65, 66, 69, 70, 71, 72, 73, 74, 75, 76, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89 and 90 on the Plat of Hilltop Park, Baltimore County; Lots Nos. 537 and 538 on the Plat of Linthicum Farms, Anne Arundel County; and Lots Nos. 156, 157 and 158, Section "C", on the Plat of Brooklyn Heights, ---------- Baltimore County, for $1750.00, with a deposit of $100.00, taxes and other charges to be adjusted as of date of settlement, settlement to be made upon ratification of sale herein.

2. They further report that said sale was bona fide and fairly made, in their opinion the highest price obtainable for said lots has been procured, and said sale should be ratified by this Court in due course.

Edward L. Ward — Respectfully submitted.

Counsel for Receivers. — Paul R. Hassencamp, Paul M. Higinbothom, Receivers.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 19th day of July, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Paul R. Hassencamp and Paul M. Higinbothom, Receivers of First Polish-American Building Association "Sobieski", a corporation, and made oath in due form of law that said sale was bona fide and fairly made.

WITNESS my hand and Notarial Seal.

(Notary Seal) — Gordon S. Duvall

Notary Public.

Zofia Bizon, et al
vs.
First Polish American Bldg.
Assn. "Sobieski" a Corp.

In the Circuit Court No. 2
of
Baltimore City
July Term, 1943

ORDER NISI.

ORDERED, That the Private sale of the property mentioned in these proceedings, made to RELIABLE HOMES CORPORATION AND reported by PAUL R. HASSENCAMP and PAUL M. HIGINBOTHOM, Receivers be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st 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 14th day of August, 1943.

The report states the amount of Private sale to be $1750.00

Eli Frank

THE DAILY RECORD

Baltimore, August 5th, 1943

We hereby certify that the annexed advertisement of Order Nisi Circuit Court No. 2 of Baltimore City, Case of Zofia Bizon, et al vs. First Pol. Am. Bldg. Assn. was published in THE DAILY RECORD, a daily newspaper published in the City of Baltimore, once in each of Three successive weeks before the 14th day of August, 1943.

First insertion July 22nd, 1943.

The Daily Record
Per A. W. Ritzel.

ORDER OF COURT RATIFYING SALE.

The exceptions of Michael Pelczar and Josephine Pelczar, his wife, filed herein to the ratification of the private sale of certain fee simple lots reported to this Court on July 21, 1943, and the answer of the Receivers to said exceptions, coming on for hearing and the Court having considered the papers and heard the testimony produced by the respective parties and being of the opinion that said exceptions should be overruled and said sale ratified;

It is this 27th day of September, 1943, by the Circuit Court No. 2 of Baltimore City ORDERED that said exceptions filed by Michael Pelczar and Josephine Pelczar, his wife, to the ratification of the private sale of the fee simple lots reported herein on July 21, 1943, by the Receivers in this cause, be and the same are hereby overruled, and said sale is hereby ratified and confirmed.

Sam'l K. Dennis Judge

State of Maryland, City of Baltimore, ss:

I, JOHN S. CLARKE, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Petition and Report of Sale signed on the 21st day of July, 1943. Order Nisi signed on the 21st day of July, 1943; Certificate of Publication filed 23rd August, 1943, and Order ratifying and confirming sales signed 27th September, 1943. now on file in this office in the cause therein entitled ZOFIA BIZON, et al-vs-FIRST POLISH AMERICAN BLDG. ASSN. "SOBIESKI" A CORPORATION

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT NO. 2, this 6th day of January A.D. 1944.

(COURT SEAL) John S. Clarke, Clerk.

Filed Jan. 10" 1944.

ZOFIA BIZON, ET AL. No. 7658 Equity

VS. In the Circuit Court No. 2,

FIRST POLISH-AMERICAN BUILDING of Baltimore City.

ASSOCIATION, "SOBIESKI", A CORPORATION.

CERTIFIED COPY OF PETITION OF

Receivers of First Polish-American Building Association "Sobieski", to make Private Sale of Lots Nos. 21 and 22, Block K. Orchard Beach, Anne Arundel County, to Devereaux K. Bressler and Charlotte M. Bressler, his wife, for $1250.00.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Paul R. Hassencamp and Paul M. Higinbothom, Receivers herein, respectfully shows unto your Honor:

1. That among the assets of this estate are the fee simple improved lots known as Lots Nos. 21 and 22, Block K, Orchard Beach, Anne Arundel County, Maryland, title to which is vested in said Receivers.

2. That your Petitioners have received an offer for said lots at Private Sale from Devereaux K. Bressler and Charlotte M. Bressler, his wife, of $1250.00, with a deposit of $100.00, taxes and other charges to be adjusted to date of settlement, settlement to be made upon ratification of sale.

3. Your Petitioners feel that the above price for said lots is an exceptionally good one and most advantageous to this estate.

4. Said lots are shown on a Plat of Orchard Beach, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 26.

5. Your Petitioners attach hereto as part hereof a certification as to the value of said lots by two real estate experts.

Wherefore they pray that an order may be passed herein authorizing them to conclude said sale to Devereaux K. Bressler and Charlotte M. Bressler, his wife, for $1250.00, and authorizing them to report a Private Sale of the same.

And as in duty, etc.

Edward L. Ward Paul R. Hassencamp,

Counsel for Receivers. Paul M. Higinbothom, Receivers.

Sworn to before me this 9th day of December, 1942, by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, Petitioners.

(Notary Seal) Gordon S. Duvall

Notary Public.

We, the undersigned, hereby certify, that we have examined the lots mentioned in the foregoing petition, and in our opinion the sum of $1250.00 for the same is fair and reasonable and all they are reasonably worth, and said offer should be accepted.

Sam'l R. Boyd

William E. Fergurson

Upon the foregoing petition and certification, it is this 9th day of December, 1942, by the Circuit Court No. 2 of Baltimore City, ORDERED, that Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be and they are hereby authorized to sell the fee simple lots known as Lots Nos. 21 and 22, Block K, Orchard Beach, Anne Arundel County, Maryland, to

Devereaux K. Bressler and Charlotte M. Bressler, his wife, for $1250.00, with a deposit of $100.00, at Private Sale, taxes and other charges to be adjusted to date of settlement, settlement to be made upon ratification of sale.

George A. Solter, Judge.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Private Sale made by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, respectfully represents unto your Honor:

1. That in pursuance of the authority contained in an order of this Court dated December 9th, 1942, your Receivers report they have sold at Private Sale unto Devereaux K. Bressler and Charlotte M. Bressler, his wife, the fee simple lots of ground known as Lots Nos. 21 and 22, Block K, as shown on the Plat of Orchard Beach, and recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, fol. 26, for $1250.00, with a deposit of $100.00, taxes and other charges to be adjusted to date of settlement, settlement to be made upon ratification of sale.

2. They further report that said sale was bona fide and fairly made, in their opinion the highest price obtainable for said lots has been procured, and said sale should be ratified by this Court in due course,

Respectfully submitted,

Edward L. Ward
Counsel for Receivers.

Paul R. Hassencamp
Paul M. Higinbothom, Receivers.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 9th day of December, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Paul R. Hassencamp and Paul M. Higinbothom, Receivers of First Polish-American Building Association "Sobieski", a corporation, and made oath in due form of law that said sale was bona fide and fairly made.

WITNESS my hand and Notarial Seal.

(Notary Seal)

Gordon S. Duvall
Notary Public.

ORDER NISI.

ORDERED, That the private sale of the property mentioned in these proceedings, made to Devereaux K. Bressler and Charlotte M. Bressler, his wife, and reported by Paul R. Hassencamp and Paul M. Higinbothom, Receivers be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th day of January, 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 2nd day of January, 1943.

The report states the amount of private sale to be $1250.00

George A. Solter

THE DAILY RECORD.

Baltimore, Dec. 24th, 1942

We hereby certify that the annexed advertisement of Order Nisi Circuit Court No. 2 of Baltimore City, Case of Zofia Bizon et al vs. First Pol. Amer. Bldg. Assn. was published in THE DAILY RECORD, a daily newspaper published in the City of Baltimore, once in each

of Three successive weeks before the 2nd day of Jan, 1943 First insertion Dec. 10, 1942

THE DAILY RECORD

Per A. W. Ritzel

ORDERED by the Circuit Court No. 2 of Baltimore City, this 11th day of January,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 order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Sam'l K. Dennis.

State of Maryland, City of Baltimore, SS:

I, JOHN S. CLARKE, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above are true copies of the original Petition to make private sale filed the 9th of December, 1942, report of private sale and order of Court signed the 9th of December, 1942, Order Nisi on private sale signed the 9th of December, 1942. Certificate of Publication filed the 11th of January, 1943 and final order signed the 11th January, 1943, finally now on file in this office in the cause therein entitled Zofia Bizon et al vs. FIRST POLISH AMERICAN BUILDING ASSOCIATION, "SOBIESKI" A CORPORATION

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT No. 2, this 18th day of January A.D. 1943.

(COURT SEAL) John S. Clarke, Clerk.

Filed January 21st. 1943.

In the Matter of the Trust Estate	:	No. 7704 Equity.
of	:	In the Circuit Court for
Anna Loden Steuart, deceased.	:	Anne Arundel County.

Petition and order of Court to assume jurisdiction of the Trust Estate and Inventory of Personal and Real Estate

To the Honorable, the Judges of said Court:

The petition of the Safe Deposit and Trust Company of Baltimore, a corporation, duly incorporated under the laws of the State of Maryland, Trustee, respectfully shows unto your Honors:

1. That Anna Loden Steuart, late of Anne Arundel County, in the State of Maryland, departed this life on the 20th day of November in the year 1937, seized of valuable personal and real property, and leaving a last will and testament dated the 25th day of June, 1931, and a Codicil thereto dated the 18th day of December, 1934, 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 W.M.H. No. 1 folio 254, a duly certified copy whereof is filed herewith marked Exhibit No. 1 with petition.

11. That by her said will, the said Anna Loden Steuart, after the payment of debts, funeral expenses and devise of specified land set out in said will, devised and bequeathed all the rest and residue of her estate of every kind, real, personal and mixed to the

Safe Deposit and Trust Company of Baltimore, a corporation, duly incorporated under the laws of the State of Maryland, its successors and assigns, in trust, for the purposes and upon the conditions and with the powers set out in said will until the death of the survivor of her brothers, Henry S. Loden, Axel J. Loden and Verner Loden and her two sisters, Ida Loden and Teckla Loden.

111. That the administration of the personal estate of said testatrix has been completed and the First and Final Account of M. Clare M. Green and Myrtle Sturm, Executrices of the Estate of Anna Loden Steuart, was filed and passed in the Orphans Court for Anne Arundel County on the 6th day of September, 1938, which shows the sum of Sixty Thousand, three hundred fifty eight dollars and sixty one cents ($60,358.61) due the Trustee, an inventory whereof is filed herewith, as also an inventory of the real estate as appraised in said estate.

IV. That the said Anna Loden Steuart directed in her will that the Trustee should invest and re-invest the trust property under the jurisdiction of the Circuit Court for Anne Arundel County in Equity, and your petitioner desires to bring into this Court said trust estate and have the Court assume jurisdiction in accordance therewith.

V. That your petitioner has received the assets of the personal estate from the executrices of the estate of Anna Loden Steuart, included among which is the cash sum of $41,755.59 which your petitioner wishes to invest as follows:

$4,000. Consolidated Edison Co. of N.Y. Debenture 3½s, due 1948, now selling around 104-1/2

4,000. National Steel Corp. 1st. coll. 4s, due 1965, now selling around 107-1/2

4,000. Commonwealth Edison Co. 1st 4s, due 1981, now selling around 108.

4,000. Socony- Vacuum Oil Co. Inc., Debenture 3½s, due 1950, now selling around 106-1/4

4,000. Texas Corp. Debenture 3½s, due 1951, now selling around 106

4,000. U. S. Steel Corp. Debenture 3 1/4s, due 1948, now selling around 103-1/4

4,000. Pacific Gas & Electric Co. 1st & ref. 4s, due 1964, now selling around 109

4,000. Goodyear Tire & Rubber Co. 1st & coll. tr. 5s, due 1957, now selling around 104-1/2

4,000. Southern California Edison Co., Ltd., 1st & ref. 4s, due 1960, now selling around 109

2,500. Federal Farm Mortgage Corporation 3s, due 1949, now selling around 106.

To the end that your petitioner prays the Court:

To pass such order as may be proper for the Court

(1) To assume jurisdiction of the Trust Estate.

(2) To authorize your petitioner to make the investments set out above.

(3) For such other relief as may be proper and necessary.

And your petitioner will ever pray, etc.,

M. Clare M. Green
Solicitor.

Safe Deposit and Trust Company of Baltimore
By: Geo. Pausch, Vice President

State of Maryland, Baltimore County Set:

I hereby certify that on this 8th day of October in the year nineteen hundred and

thirty eight before me the subscriber, a Notary Public of the State of Maryland in and for the County of Baltimore, aforesaid, personally appeared Geo. Pausch, Vice Pres. of the Safe Deposit and Trust Company of Baltimore 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) Edward M. McKewen

Notary Public.

Baltimore, September 17, 1938

RESIDUE OF ESTATE OF ANNE L. STEUART.

		Appraised Values
$2,500.	United States of America Postal Savings 2-1/2% bonds due 1953	$ 2,500.00
400.	National Union Mortgage Corp. coll. trust Ser. "A" 2-6% bond due 1954	212.00
700.	Continental Investment Debenture Corp. 2-6% deb. due 1953	287.00
22	shrs. American Telephone & Telegraph Co.	3,201.00
6	" Baltimore Transit Co. com. Voting Trust Cft.	3.00
56/100	" County Trust Co. of Maryland	5.60
$ 2.85	Bal. $9.50 Cft. of Beneficial Interest of County Corp. of Maryland	2.85
1,000.	Mortgage Note of W. H. Feldmeyer and Annie P. Feldmeyer dated Nov. 6, 1933 @ 3 years. Secured by mortgage on property 137 Charles St., Annapolis, Md. Interest 6%	1,000.00
1,000.	Mortgage Note of Wm. H. Feldmeyer and Annie P. Feldmeyer dated Apr. 14, 1934 @ 3 Years. Secured by second mortgage on property 137 Charles St.,Annapolis,Md.Interest 6%	1,000.00
500.	Mortgage Note of W. H. Feldmeyer and Annie Feldmeyer dated Mar. 1, 1935 @ 3 years. Secured by third mortgage on property 137 Charles St., Annapolis, Md. Interest 6%	500.00
1,000.	Mortgage Note of W. H. Feldmeyer and Annie P. Feldmeyer dated Sept. 8, 1937 @ 3 years. Secured by fourth mortgage on property 137 Charles St.,Annapolis,Md. Interest 6%	1,000.00
6,500.	Mortgage Note of Edith T. Flora and Robert E. Flora dated July 24, 1937 @ 5 years. Secured by mortgage on 48 Southgate Ave., Annapolis, Md. Interest 6%	6,500.00
2,241.57	Bal. $2,900. Mortgage Note of Frank O. Smith & Margaret P. Smith dated Feb. 17, 1936 @ 3 years. Secured by mortgage on 74 Charles St., Annapolis,Md. Interest 6%	2,241.57
Annual Ground Rents:		
$ 11.17	on No. 315 S. Bethel St.	150.
30.	" " 866 Vine St.	300.
		$18,903.02

		forward	$ 18,903.02
$ 11.17	on No. 313 S. Bethel St.		150.
40.	" " 853 W. Lexington St.		444.44
20.	" " 43 S. Stockton St.		100.00
68.	" " 1915 Hollins St.		1,046.15
20.	" " 41 S. Stockton St.		100.
40.	" " 926 W. Pratt St.		444.44
40.	" " 924 do		444.44
60.	" " 1725 N. Calhoun St.		857.14
36.	" " 1931 W.Lombard St.		576.
120.	" " 1801 W. Baltimore St.		3,000.
66.	" " 112 & 114 Mt. Clare St.		440.
300.	" " 1630 Bank St.		4,615.38
28.	" " 849 W. Lexington St.		430.76
37.50	" " 809 Vine St.		375.
20.	" " 321 W. Mulberry St.		500.
24.	" " 942 W. Saratoga St.	(Sub-rent)	50.
18.75	" " 942 W. Satatoga St.	do	50.
Undivided interest in -			
$100.	on No. 947-9-51-53 Sarah Ann St.	(Sub-rent)	50.
Farm containing 391-96/100 acres in First Election District of Anne Arundel County on Beards Creek and Davidsonville Roads and Buildings			12,000.
			$44,576.77
Cash			41,755.59
			$86,332.36

Filed Oct. 10" 1938

ORDER OF COURT.

Ordered by the Circuit Court for Anne Arundel County in Equity this 11" day of October 1938, that this Court hereby assumes jurisdiction of the Trust Estate of Anna Loden Steuart, deceased, Safe Deposit and Trust Company of Baltimore, a corporation, duly incorporated under the laws of the State of Maryland, Trustee, created under the Last Will and Testament of said deceased, and it is further ordered that the above named trustee is hereby authorized to invest out of the cash in said estate as follows:

$4,000.	Consolidated Edison Co. of N.Y. Debenture 3½s, due 1948, now selling around 104-1/2
4,000.	National Steel Corp. 1st coll. 4s, due 1965, now selling around 107-1/2
4,000.	Commonwealth Edison Co. 1st 4s, due 1981, now selling around 108.
4,000.	Socony-Vacuum Oil Co., Inc., Debenture 3½s, due 1950, now selling around 106-1/4
4,000.	Texas Corp. Debenture 3½s, due 1951, now selling around 106

$4,000. U.S. Steel Corp. Debenture 3 1/4s, due 1948, now selling around 103-1/4

4,000. Pacific Gas & Electric Co. 1st & ref. 4s, due 1964, now selling around 109

4,000. Goodyear Tire & Rubber Co. 1st & coll. tr. 5s, due 1957, now selling around 104-1/2

4,000. Southern California Edison Co., Ltd., 1st & ref. 4s, due 1960, now selling around 109

2,500. Federal Farm Mortgage Corporation 3s, due 1949, now selling around 106.

Linwood L. Clark, A.J.

Filed Oct. 11" 1938.

EXHIBIT #1 with Petition.

In the Name of God, Amen!

I, Anna Loden Steuart of Anne Arundel County, in the State of Maryland, being of sound and disposing mind, memory and understanding, considering the certainty of death and the uncertainty of the time thereof, and desiring to settle my worldly affairs in the manner seeming best to me before it pleases Almighty God to call me hence, do make, publish and declare the following as my last will and testament, that is to say:

First and principally I commit my Soul into the hands of Almighty God, who gave it and my body to the earth to be decently buried in the discretion of my executor hereinafter named.

After the payment of all my just and lawful debts due and owing at the time of my death, my funeral expenses and the reasonable cost of a stone to mark my last resting place.

Item 1 - I give, devise and bequeath to my three nephews, J. Harvey Loden, Thomas M. Loden and John W. Loden, as tenants in common, all that piece or parcel of land containing four and thirty two hundredths acres more or less with the right of way thereto which is excepted from the deed from me to Ludwig B. Freudenthal dated the second day of March in the year 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 87, folio 121, with the buildings and improvements thereon and all the personal property therein and thereon, to them, their heirs, personal representatives and assigns, absolutely and in fee simple.

Item 11 - All the rest and residue of my property real, personal and mixed of every description and wherever situate, I give, devise and bequeath to the Safe Deposit and Trust Company of Baltimore, a corporation, duly incorporated under the laws of the State of Maryland, its successors and assigns, in trust and special confidence, nevertheless, and to, for and upon the following uses, trusts and purposes, that is to say: First, to invest and reinvest same under the jurisdiction of the Circuit Court for Anne Arundel County in Equity and to collect the rents, issues, income and profits issuing or arising therefrom, and after paying thereout, taxes and all other expenses upon and incident to said property and estate, and the costs attending the administration of said trust estate including commissions to the trustee, to pay the net income derived from said trust prop-

erty as it shall exist, and be constituted from time to time as the said net income may be received, to my brothers, Henry S. Loden, Axel J. Loden and Verner Loden, and my two sisters Ida Loden and Teckla Loden, in equal shares, during their joint lives, into the hands of each and not into the hands of another, whether claiming by the authority of either or otherwise and shall be paid upon their respective receipt, and shall not be liable to the assignment, pledge, anticipation or alienation by them or either of them, nor subject to be taken on any attachment or other execution against them or either of them, nor for any debts, contracts or engagements, now existing or hereafter created by them or either of them; and in the event of the death of my brother Verner Loden, his share of said net income is to be paid to his child or children living at such time, during the life of my other brothers or sisters or the survivor or survivors of them, and in the event of the death of any of my other brothers and sisters leaving at least two of them alive, the entire income, except the share of my said brother Verner, shall be paid to the survivors, and in the event that there be only one survivor of said brothers and sisters, then one-third of said net income is to be paid to such survivor during his or her life, and the remaining two thirds of said net income is to be paid to my three nephews, the said J. Harvey Loden, Thomas M. Loden and John W. Loden, in equal shares, if all are then alive, or to the survivor or survivors if one or two be then alive, during the life of the survivor of my brothers and sisters above named. And upon the death of the last survivor of my aforesaid brothers and sisters said trust as it may then exist is to cease, and be at an end, and the said trust property as it then exists, I give, devise and bequeath to my three nephews, the said J. Harvey Loden, Thomas M. Loden and John W. Loden to be divided equally among them, share and share alike, to them, their heirs, personal representatives and assigns absolutely and in fee simple, free, clear and discharged from any trust created hereby.

Second, It is hereby declared it shall be lawful for said Safe Deposit and Trust Company of Baltimore trustee as aforesaid, or its successors in said trust, and full authority is hereby given, at any and all times during the continuance of the trust hereby created, to invest and reinvest the said trust property and to change, alter or vary said investments, all under the jurisdiction of the Circuit Court for Anne Arundel County in Equity; and said Safe Deposit and Trust Company of Baltimore, trustee as aforesaid, and its successors in said trust, shall likewise have full power and authority to sell, mortgage, lease, release, transfer, assign, grant and convey any part of said trust property, and to give proper receipts, releases and acquittances, and to demand, sue for and recover said trust property and estate and every part thereof, for the purposes of the trusts hereinbefore declared.

Lastly: I hereby nominate, constitute and appoint Nicholas H. Green of Annapolis, Maryland, executor of this my Last Will and testament, hereby revoking any and all other wills heretofore at any time made by me and declare this and none other to be my last will and testament.

In testimony whereof I hereunto set my hand and affix my seal, this twenty-fifth day of June, Anno Dominii Nineteen hundred and thirty-one.

Anna Loden Steuart (SEAL)

Signed, sealed, published and declared by the above named testatrix, Anna Loden

Steuart, as and for her last will and testament, in our presence, who at her request, in her presence and in the presence of each other, have hereunto signed our names as witnesses thereto this twenty-fifth day of June Anno Dominii Nineteen Hundred and thirty-one.

W. Meade Holladay
J. Revell Carr
Myrtle Sturm.

I, Anna Loden Steuart of Anne Arundel County, State of Maryland having heretofore made my will dated the twenty-fifth day of June, in the year Nineteen hundred and thirty-one, which said will I now desire to alter as hereinafter expressed; now, therefore I declare this to be a first codicil to my said will to follow after item 1 and be known as Item 1A: Item 1A: I give devise and bequeath all my property real, personal and mixed of whatever description and wherever situate in the Country of Sweden to my sister Ida Loden her heirs, personal representatives and assigns in fee simple, if she be alive at my death, but if my said sister Ida Loden shall pre-decease me then and in that event to my sister Teckla Loden her heirs, personal representatives and assigns in fee simple.

And Whereas Nicholas H. Green was by said will nominated and appointed Executor thereof:

Now therefore it is my will that Nicholas H. Green, M. Clare M. Green and Myrtle Sturm shall be the Executors of my said will with the same powers and authority as though they had been originally named as my executors therein.

In all other respects I confirm my aforesaid will.

In Testimony whereof I have hereunto subscribed my name and affixed my seal this eighteenth day of December, Anno Dominii Nineteen hundred and thirty-four.

Anna L. Steuart (SEAL)

Signed, Sealed, Published and Declared by the above named testatrix Anna Loden Steuart to be a first codicil to her last will and testament, in our presence, who at her request, in her presence and in the presence of each other have hereunto signed our names as witnesses to said codicil this eighteenth day of December Anno Dominii Nineteen hundred and thirty-four.

J. A. Lee
M. Clare M. Green
Myrtle Sturm

ANNE ARUNDEL COUNTY, Ss:

On the 22nd day of November, 1937 came M. Clare M. Green and made Oath in due form of law, that she does not know of any Will or Codicil of Anna Loden Steuart late of said County, deceased, other than the above instrument of writing, and that the same was in the custody of her office since date of execution. Heirs non resident of this State. Anna Loden Steuart departed this life on the 20th day of November, 1937.

Sworn to before the subscriber,

Test: Lucy S. Holladay
Register of Wills for Anne Arundel County.

ANNE ARUNDEL COUNTY, Ss:

On the 22nd day of November, 1937 came Myrtle Sturm & on the 23rd day of November 1937, came J. Revell Carr two of the subscribing witnesses to the aforegoing last Will

and Testament of Anna Loden Steuart late of said County, deceased, and made oath in due form of law, that they did see the Testatrix, Anna Loden Steuart 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 W. Meade Holladay, now deceased subscribed their names as witnesses to this Will in her presence, at her request and in the presence of each other.

Sworn to before the subscriber,

Test: Lucy S. Holladay

Register of Wills for Anne Arundel County.

Anne Arundel County, SS.

On this 22nd day of November A.D. 1937, personally appeared Lucy S. Holladay who on oath says that she is well acquainted with W. Meade Holladay and that affiant knows his handwriting, having often seen him write; that after examining the signature of W. Meade Holladay on the paper writing purporting to be the last Will and Testament of Anna Loden Steuart deceased, late of Anne Arundel County, Maryland, affiant declares the same to be in the handwriting of said W. Meade Holladay and it is well known to affiants that said W. Meade Holladay is deceased.

Lucy S. Holladay

_____ Signatures.

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

Lucy S. Holladay

Register of Wills for Anne Arundel County.

By C. Burwell

Anne Arundel County, Ss:

On the 22nd day of November 1937 came M. Clare M. Green, Myrtle Sturm and on the 23rd day of November 1937, came J. A. Lee subscribing witness to a first Codicil to the aforegoing last Will and Testament of Anna Loden Steuart late of said County, deceased, and made oath in due form of law, that they did see the Testatrix Anna Loden Steuart sign and seal this Codicil; that they heard her publish, pronounce and declare the same to be a first Codicil to 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 Codicil in her presence, at her request and in the presence of each other.

Sworn before the subscriber

Test: Lucy S. Holladay

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 Anna Loden Steuart, late of said County, deceased, together with the codicil thereunto attached, and also the evidence adduced as to its validity, orders and decrees this 23 day of November, 1937, that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil of the said Anna Loden Steuart, deceased.

J.H.H. #57

Judges
Maynard Carr
Owain E. Owens
William B. Elliott

ORDER.

It being shown by the Codicil of the Last Will and Testament of Anna Loden Steuart that she named Nicholas H. Green, M. Clare M. Green and Myrtle Sturm as the Executors thereof,

And it being known to the Court that Nicholas H. Green died April 9th, 1935,

It is this 23rd day of November, 1937, Ordered by the Orphans' Court of Anne Arundel County that M. Clare M. Green and Myrtle Sturm be and they are hereby appointed Executrices of the Last Will and Testament and Codicil of Anna Loden Steuart upon their filing a bond in the penalty of $50,000.00

_____C.J.

_____A.J.

_____A.J.

STATE OF MARYLAND ANNE ARUNDEL COUNTY

I, Lucy S. 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 Anna Loden Steuart late of said County deceased together with proof and probate thereof taken from the original, which is one of the records filed, recorded and kept 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 1st day of December in the year of our Lord, nineteen hundred and thirty-seven.

(COURT SEAL) Lucy S. Holladay

Register of Wills for Anne Arundel County.

Filed Oct. 10" 1938

REPORT OF Safe Deposit and Trust Company of Baltimore, TRUSTEE.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE, Trustee under the Will of Anne Loden Steuart, respectfully shows:-

THAT it files herewith, as part hereof, a schedule showing the estate received by it, and the transactions of the capital; and the estate now on hand, including the investments which it has made pursuant to the orders of this Honorable Court.

SAFE DEPOSIT AND TRUST COMPANY
OF BALTIMORE, Trustee
By Geo. Pausch, Vice President.

STATE OF MARYLAND: CITY OF BALTIMORE: TO WIT:

Before me, the subscriber, a Notary Public of said State, duly commissioned and qualified in and for said State, personally appeared George Pausch, Vice President of the Safe Deposit and Trust Company of Baltimore, who made oath that the matters and facts set forth in the foregoing report are true to the best of his knowledge and belief.

Dated Feb. 18, 1939.

Witness my hand and notarial seal.

(NOTARIAL SEAL) W. Leslie Eskridge.

Notary Public.

Baltimore, February 2, 1939

SCHEDULE OF ESTATE HELD BY SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE, TRUSTEE UNDER WILL OF ANNA L. STEUART, SHOWING THE ORIGINAL ESTATE RECEIVED, THE CHANGES THEREIN AND THE ESTATE NOW ON HAND.

Received from M. Clare M. Green and Myrtle Sturm, Executors of Anna L. Stuart, per First Administration Account passed in Orphans' Court of Anne Arundel County, Md.:

$2,500.	United States of America Postal Savings 2-1/2% bonds due 1953	$ 2,500.00	$
400.	National Union Mortgage Corp. Coll. trust Ser. "A" 2-6% bond due 1954	212.00	
700.	Continental Investment Debenture Corp. deb. 2-6% bond due 1953	287.00	
22	shrs. American Telephone & Telegraph Co.	3,201.00	
6	" Baltimore Transit Co. com. voting trust Cft.	3.00	
56/100	" County Trust Co. of Maryland	5.60	
$ 2.85	Bal. $9.50 Cft. of Beneficial Interest of County Corp. of Maryland	2.85	
	Mortgage Note of W. H. Feldmeyer & Annie P. Feldmeyer dated November 6, 1933 @ 3 years. Secured by mortgage on property No.137 Charles St.,Annapolis, Md. Interest 6%	1,000.00	
	Mortgage Note of Wm. H. Feldmeyer & Annie P. Feldmeyer dated April 14, 1934 @ 3 years. Secured by Second mortgage on No. 137 Charles St.,Annapolis,Md. Interest 6%	1,000.00	
	Mortgage Note of W. H. Feldmeyer & Annie P. Feldmeyer dated March 1, 1935 @ 3 years. Secured by third mortgage on No. 137 Charles St.,Annapolis,Md. Interest 6%	500.00	
	Mortgage Note of W. H. Feldmeyer & Annie P. Feldmeyer dated September 8, 1937 @ 3 years. Secured by fourth mortgage on No. 137 Charles St.,Annapolis,Md. Interest 6%	1,000.00	
	Mortgage Note of Edith T. Flora & Robert E. Flora dated July 24, 1937 @ 5 years. Secured by mortgage on No. 48 Southgate Ave.,Annapolis, Md. Interest 6%	6,500.00	
	Balance $2,900. Mortgage Note of Frank O. Smith and Margaret P. Smith dated February 17, 1936 @ 3 years. Secured by mortgage on No. 74 Charles St., Annapolis, Md. Interest 6%	2,241.57	
	Und. 1/3 interest in Nos. 947/953 Sarah Ann St., subject to original ground rent of $37.50 per annum on this and adjoining properties	50.00	

Annual Sub-Ground Rents:			
$24. on No. 942 W. Saratoga Street		$ 50.00	$
18.75 " " 944 do		50.00	
		$18,603.02	
Cash		41,755.59	60,358.61
Received:			
Annual Ground Rents:			
$ 11.17 on No. 315 S. Bethel St.	One rent of $22.33-1/3	$ 150.00	
11.17 " " 313 Do		150.00	
30. " " 866 Vine St. (May be subject as part of Larger lot to original rent of $85.		300.00	
40. " " 853 W. Lexington St. (May be subject as part of a larger lot to original rent of $85. also to original rent of $40.)		444.44	
20. " " 43 S. Stockton St.		100.00	
68. " " 1915 Hollins St.		1,046.15	
20. " " 41 S. Stockton St.		100.00	
40. " " 926 W. Pratt St.		444.44	
40. " " 924 do		444.44	
60. " " 1725 N. Calhoun St.		857.14	
36. " " 1031 W. Lombard St.		576.00	
120. " " 1801 W. Baltimore St.		3,000.00	
66. " " 112 & 114 Mt. Clare St.		440.00	
300. " " 1630 Bank St.		4,615.38	
28. " " 849 W. Lexington St. (May be subject to original rent as part of larger lot of $40.)		430.76	
37.50 " " 809 Vine St.		375.00	
20. " " 321 W. Mulberry St. (May be subject to rents of $20. & $50.)		500.00	13,973.75
Farm, Anne Arundel County, Md. in First Election District			12,000.00
			$86,332.36

Changes:	Realized	Book Value	
56/100ths shr. County Trust Co. of Maryland, sold	$ 5.56	$ 5.60	
Account $9.50 Cft. of Beneficial Interest of County Corp. of Maryland Dividend in final liquidation	2.85	2.85	
Account Balance Mortgage Note of Frank O. Smith dated February 17, 1936, paid account	69.66	69.66	
		$78.11	
	$78.07	78.07	.04
			$86,332.32

Less Paid:		
Baltimore Photo & Blue Print Co., blue prints of Farm	$ 4.32	
Preparing extracts of title information in regard to ground rents	2.50	
City Sign Service, furnishing & erecting For Sale sign on Farm	15.00	
John H. Stanford, obtaining information as to certain ground rents per Order of Court of December 22, 1938	150.00	
Register of Wills, Anne Arundel County, recording certified copy of Will of Charles D. Steuart	2.00	
Clerk, Superior Court of Baltimore City, recording Deed of leasehold properties	4.00	
M. Clare M. Green, for professional services re petition for assumption of jurisdiction of estate	75.00	
Transfer taxes &c	2.46	255.28
ESTATE ON HAND		$86,077.04
Consisting of:		
Balance of Original Estate:		
$2,500. United States of America Postal Savings 2-1/2% bonds due 1953	$ 2,500.00	
700. Continental Investment Debenture Corp. deb. 3-6% bond due 1953	287.00	
400. National Union Mortgage Corp. coll. trust Ser. "A" 2-6% bond due 1954	212.00	
	$2,999.00	$86,077.04
22 shrs. American Telephone & Telegraph Co.	3,201.00	
6 " Baltimore Transit Co. com.	3.00	
Mortgage Note of William H. Feldmeyer and Annie P. Feldmeyer dated November 6, 1933 at 3 years. Secured by property No. 137 Charles St., Annapolis, Md. Interest 6%	1,000.00	
Mortgage Note of William H. Feldmeyer and Annie P. Feldmeyer dated April 14, 1934 at 3 years. Secured by second mortgage on property No. 137 Charles St., Annapolis, Md. Interest 6%	1,000.00	
Mortgage Note of William H. Feldmeyer and Annie P. Feldmeyer dated March 1, 1935 at 3 years. Secured by third mortgage on No. 137 Charles St., Annapolis, Md. Interest 6%	500.00	
Mortgage Note of William H. Feldmeyer and Annie P. Feldmeyer dated September 8, 1937 at 3 years. Secured by fourth mortgage on No. 137 Charles St., Annapolis Md. Interest 6%	1,000.00	

Mortgage Note of Robert E. Flora & Wife dated July 24, 1937 at 5 years. Secured by No. 48 Southgage Ave., Annapolis, Md. Interest 6%	$ 6,500.00	$
Bal. $2,900. Mortgage Note of Frank O. Smith and wife, dated February 17, 1936 at 3 years. Secured by No. 74 Charles St.,Annapolis,Md.Interest 6%	2,171.91	
Annual Grounds Rents:		
$11.17 on No. 313 S. Bethel St.	151.00	
11.17 " " 315 do	150.00	
120. " " 1801 W. Baltimore St.	3,000.00	
300. " " 1630 Bank St.	4,615.38	
60. " " 1725 N. Calhoun St.	857.14	
68. " " 1915 Hollins St.	1,046.15	
40. " " 853 W. Lexington St.	444.44	
36. " " 1031 W. Lombard St.	576.00	
66. " " 112/14 Mt. Clare St.	440.00	
40. " " 924 W. Pratt St.	444.44	
40. " " 926 do	444.44	
	$30,542.90	$86,077.04
$20. on No. 41 S. Stockton St.	100.00	
30. " " 866 Vine St.	300.00	
20. " " 43 S. Stockton St.	100.00	
28. " " 849 W. Lexington St.	430.76	
20. " " 321 W. Mulberry St.	500.00	
37.50 " " 809 Vine St.	375.00	
Annual Sub-Ground Rents:		
$24. on No. 942 W.Saratoga St.	50.00	
18.75 " " 944 do	50.00	
Farm & Improvements on Beards Creek and Davidsonville Roads, First Election District Anne Arundel County, Md., containing 391.96 acres	12,000.00	
Und. 1/3 interest in Nos. 947/53 Sarah Ann St., subject to original-ground rent of $37.50 per annum on this and adjoining properties	50.00	
Investments:		
$2,500. Federal Farm Mortgage Corp. 3% bonds due 1949	2,658.59	
4,000. Consolidated Edison Co.,New York,deb. 3-1/2% bonds due 1948	4,250.00	
4,000. Pacific Gas & Electric Co. 1st & ref. mtge. ser. "G" 4% bonds due 1964	4,440.76	
4,000. Public Service Co. of Northern Illinois 1st mtge. 3-1/2% bonds due 1968	4,185.00	
4,000. Southern California Edison Co.,Ltd. 1st & ref. 4% bonds due 1960	4,443.69	

4,000.	Virginia Electric & Power Co. 1st & ref. Ser. "B" 3-1/2% bonds due 1968	$ 4,245.00	
4,000.	National Steel Corp. 1st coll. mtge, skg. fund 4% bonds due 1965	4,334.42	
4,000.	United States Steel Corp. 10 year deb. 3-1/4% bonds due 1948	4,180.66	
4,000.	Texas Corp. deb. 3-1/2% bonds due 1951	4,250.70	
4,000.	Firestone Tire & Rubber Co. 10 year deb. 3-1/2% bonds due 1948	4,085.53	
		$85,573.01	
Cash		504.03	$86,077.04

Filed February 21" 1939.

REPORT OF SALE OF REAL ESTATE.

In the Matter of The Trust Estate of Anna Loden Steuart, Deceased.

No. 7704 Equity

In the Circuit Court for Anne Arundel County

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Real Estate of Safe Deposit and Trust Company of Baltimore, Trustee under the Will of Anna Loden Steuart, respectfully shows:

1. THAT among the assets of the Estate of said deceased, as will appear by reference to the Schedule attached to the Report filed herein by this Trustee on or about February 18, 1939, is a farm in the First Election District of Anne Arundel County, containing 390 acres, more or less, and bounded by Beard's Creek on the northwest and by Central Avenue and Solomon's Island Road on the southeast, the said property having been valued in said Schedule at $12,000., which is the valuation at which it was appraised for Estate Tax purposes;

2. THAT pursuant to the power and authority conferred upon it by the Will of said deceased, and subject to ratification by this Honorable Court, this Trustee has sold the said property at private sale to Walter H. Dunlap and Claiborne A. Duval and Hazel S. Duval, his wife, for the sum of $12,000., of which $2,500. has been paid on account and the balance is to be paid in cash within thirty days after ratification of the sale by this Honorable Court, except, however, that upon payment of an additional $1,000. on account of the purchase price the purchasers may extend the time of settlement 60 days beyond the expiration of the thirty-day period mentioned above; rent, taxes, etc. are to be adjusted to date of settlement;

3. THAT attached hereto as part hereof is copy of the Contract of sale which fully sets forth the terms upon which the property has been sold;

4. THAT there are no Real Estate Broker's commissions payable on said sale;

5. THAT this Trustee believing that the property should be disposed of if a suitable offer could be obtained has for some months past been making every effort to find a buyer and up to the time of the present sale at $12,000. the best offer, deducting for broker's commissions that would have to have been paid, was less than $11,000.;

6. THAT this Trustee believes that the sum of $12,000. represents the fair market value of the property and is of the opinion that the sale will be to the advantage of all the parties interested in the trust estate;

7. THAT also attached hereto as part hereof are the certificates of valuation of two real estate brokers, who are familiar with said property.

WHEREFORE it prays your Honor to ratify and approve said sale.

Amount of sale $12,000.

Chas F Lechthaler

Real Estate Officer.

SAFE DEPOSIT AND TRUST COMPANY
OF BALTIMORE, Trustee
By Geo. Pausch, Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 26th day of April, 1939, before me, the subscriber, a Notary Public of said State, in and for the City of Baltimore aforesaid, personally appeared Geo. Pausch ___ Vice-President of Safe Deposit and Trust Company of Baltimore, Trustee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale of Real Estate are true as therein stated, and that said sale was fairly and bona fide made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

W. Leslie Eskridge
Notary Public.

The undersigned real estate broker hereby certifies that he is familiar with the property mentioned in the aforegoing Report of Sale, and that the fair market valuation thereof is $12,000.00

Sworn to
By Joseph D. Lazenby

Jos. D. Lazenby
Real Estate Broker.

Before me, this 25th day of April, 1939.

(NOTARIAL SEAL) Katherine North
Notary Public

My commission expires May 1, 1939

The undersigned real estate broker hereby certifies that he is familiar with the property mentioned in the aforegoing Report of Sale, and that the fair market valuation thereof is $12,000.00

Sworn to
By T. Carroll Worthington

T. Carroll Worthington
Real Estate Broker.

Before me, this 25th day of April, 1939.

(NOTARIAL SEAL) Katherine North
Notary Public.

My commission expired May 1, 1939.

Baltimore, April 18, 1939.

It is agreed between the undersigned that the Safe Deposit and Trust Company of Baltimore, Trustee under the Will of Anna L. Steuart, Vendor, has sold to Walter H. Dunlap and Claiborne A. Duval and Hazel S. Duval, his wife, Vendees, and the latter have purchased from the former, at and for the sum of Twelve Thousand and 00/100 Dollars ($12,000.00), all those two fee simple tracts of land, together with the improvements thereon, containing 390 acres, more or less, said property being bounded by Beards' Creek on the northwest and by Central Avenue and Solomon's Island Road on the southeast, and

being situate in the First Election District of Anne Arundel County, State of Maryland. For title, see (1) Lot D, containing 190 acres, more or less, in the proceedings in the Circuit Court of Baltimore City in the case entitled "George H. Steuart, et al, vs. Charles D. Steuart, et al", Docket A-136/1891 and recorded in Liber A.R. No. 162, folio 243; (2) Second part of Lot 4 "Stepney Farm", containing 200 acres, more or less, in the proceedings in the Circuit Court of Baltimore City in the case entitled "Charles D. Steuart vs. George H. Steuart, et al", Docket 9/170-A and recorded in Liber A. R. No. 127, folio 1 &c.

The above mentioned purchased price of $12,000.00 is to be paid as follows:

$2,500.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid in cash within thirty (30) days after ratification of this sale by the Circuit Court of Anne Arundel County in Equity.

It is further agreed between the undersigned that the time for the settlement of this sale may be extended for a further period of sixty (60) days, accounting from the expiration of thirty (30) days from the ratification of this sale as above mentioned, provided the Vendees pay to the Vendor an additional deposit of One Thousand and 00/100 Dollars ($1,000.00), to be applied account of the purchase price, such additional payment to be made prior to the expiration of said period of thirty (30) days.

Rent, Taxes and Insurance to be adjusted and apportioned to the date of settlement.

The cost of United States and State of Maryland Revenue Stamps to be affixed to the deed to the Vendees shall be divided equally between the Vendor and the Vendees.

This sale is made subject to the verbal monthly tenancies of Mr. Wesley Parker, Mr. Randall and Mr. George Eckman, who occupy the dwellings on the above described property. This sale is also made subject to ratification by the Circuit Court of Anne Arundel County, Maryland, in Equity.

Title to be good and merchantable, otherwise sale shall be void and the payments made account of the purchase price returned to the Vendees. If the Vendees' examination of the title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendees covenant and agree with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payments made on account of the purchase money as above mentioned, or at the option of the Vendor, after five days' written notice from the Vendor to the Vendees (which notice shall be sufficient if mailed to the Vendees' post office address last known to the Vendor), Vendor shall have the right to treat this contract as null and void and retain the said cash payments as liquidated damages for the Vendees' breach of this contract; the time hereinbefore mentioned for the payment of the balance of said purchase money being of the essence of this contract.

WITNESS our hands and seals: (Executed in duplicate.)

ATTEST:/s/ J. K. Brigstocke
Asst. Secretary

SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE,
Trustee under the Will of Anna L. Steuart.
By /s/ H.H.M.Lee /s/ Wm. E. Harris
Vice President Asst. Real Estate Officer

WITNESS:

/s/ Matthew Haensler
(as to all three)

/s/ Walter H. Dunlap (SEAL)
/s/ Claiborne A. Duval (SEAL)
/s/ Hazel S. Duval (SEAL)

ORDER NISI.

Ordered, this 27th., day of April, 1939, That the private sale of the Real Estate mentioned in these proceedings made and reported by the Safe Deposit and Trust Company of Baltimore Trustee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 29th 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 29th. day of May next.

The report states that the amount of sales to be $12,000.00

Ridgely P. Melvin, Judge.

Filed April 27" 1939

CERTIFICATE OF PUBLICATION Annapolis, Md., May 31, 1939

We hereby certify, that the annexed Order Nisi - Anna Loden Steuart Equity 7704 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 May,1939. The first insertion being made the 4th day of May, 1939.

The Capital-Gazette Press, Inc.
By Lillie L. French.

ORDER

ORDERED BY THE COURT, This 2 day of June ,1939 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin

Filed June 2" 1939

In The Matter Of The Trust Estate of Anna Loden Steuart, Deceased

No. 7704 Equity
In the Circuit Court for
Anne Arundel County.

PETITION FOR AUTHORITY TO RELEASE MORTGAGE PRIOR TO MATURITY.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Safe Deposit and Trust Company of Baltimore, Trustee of the Estate of Anna Loden Steuart, deceased, respectfully shows:

1. THAT among the assets received by your Petitioner was $6,500. Mortgage Note of Robert E. Flora and Edith T. Flora, his wife, dated July 24, 1937, at five years, secured by Mortgage of even date on property in Annapolis, Maryland, known as No. 48 Southgate Avenue;

2. THAT your Petitioner is advised that said mortgagors are unable to carry the indebtedness and expenses on said property. Taxes are unpaid for 1938 and 1939, and the installment of interest which became due on January 24, 1939 was not collected until March 28, 1939;

3. THAT said mortgagors have secured a purchaser for said property, who has offered the sum of $15,000. cash therefor, conditioned upon the release of said mortgage, and have agreed to pay the full amount of the principal thereof, interest to the date of settlement, at 6%, and a prepayment charge at 3% per annum from the date of settlement to July 24, 1942, the date of the maturity of said Mortgage;

4. THAT your Petitioner believes that said Mortgage is amply secured, but since it appears that foreclosure will be imminent if said sale is not consummated, your Petitioner is of the opinion that it would be to the benefit of the parties interested in its trust estate to accept payment of said mortgage indebtedness upon the terms set forth above.

WHEREFORE it prays your Honor to pass an Order authorizing and directing it to release said Mortgage upon payment of principal, interest and prepayment charge as above set forth.

SAFE AND DEPOSIT AND TRUST COMPANY
OF BALTIMORE, Trustee
By Geo. Pausch, Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 9th day of June, 1939, before me, the subscriber, a Notary Public of said State, in and for the City of Baltimore aforesaid, personally appeared George Pausch Vice-President of Safe Deposit and Trust Company of Baltimore, Trustee as aforesaid, 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 Notarial Seal.

(NOTARIAL SEAL)

W. Leslie Eskridge,
Notary Public.

Upon the aforegoing Petition of Safe Deposit and Trust Company of Baltimore, Trustee under the Will of Anna Loden Steuart, deceased, IT IS ORDERED this 10th day of June, 1939, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND, that said Trustee be and it is hereby authorized and directed to release the $6,500. Mortgage of Robert E. Flora and wife referred to in the above Petition and deliver the Mortgage Notes for principal and interest to said mortgagors upon payment of the full principal sum due, interest thereon at 6% to date of settlement and prepayment charge at 3% per annum from date of settlement to July 24, 1942, the date of maturity of said mortgage.

Ridgely P. Melvin Judge.

Filed June 10, 1939

PETITION OF TRUSTEE TO APPRAISE ESTATE, ETC., FOR INHERITANCE TAX PURPOSES.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The PETITION of the SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE, Trustee under the Will of ANNA LODEN STEUART respectfully shows:

1. THAT the said Anna Loden Steuart died November 20, 1937, and her estate was duly administered in the Orphans' Court for Anne Arundel County by M. Clare M. Green and Myrtle Sturm, the surviving Executrices named in the Will of said decedent.

11. THAT Item 11 of the Will of the said Anna Loden Steuart provided in part as follows:

All the rest and residue of my property real, personal and mixed of every description and wherever situate, I give, devise and bequeath to the SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE, a corporation, x x x x x x in trust and special confidence, nevertheless, and to, for and upon the following uses trusts, and purposes, that is to say:
First, to invest and reinvest same under the jurisdiction of the Circuit Court for Anne Arundel County in Equity and to collect the rents, issues, income and profits issuing or

arising therefrom, and after paying thereout, taxes and all other expenses upon and incident to said property and estate, and the costs attending the administration of said trust estate, including commissions to the trustee, to pay the net income derived from said trust property as it shall exist, and be constituted from time to time as the said net income may be received, to my brothers, Henry S. Loden, Axel J. Loden and Verner Loden, and my two sisters Ida Loden and Techla Loden, in equal shares, during their joint lives; x x x x x x and in the event of the death of my brother Verner Loden, his share of said net income is to be paid to his child or children living at such time, during the life of my other brothers or sisters or the survivor or survivors of them, and in the event of the death of any of my other brothers and sisters leaving at least two of them alive, the entire income, except the share of my said brother Verner, shall be paid to the survivors, and in the event that there be only one survivor of said brothers and sisters, then one-third of said net income is to be paid to such survivor during his or her life, and the remaining two-thirds of said net income is to be paid to my three nephews, the said J. Harvey Loden, Thomas M. Loden, and John W. Loden, in equal shares, if all are then alive, or to the survivor or survivors if one or two be then alive during the life of the survivor of my brothers and sisters above named.

111. THAT all of the brothers and sisters of the Testatrix survived her and in accordance with an Order of the Orphans' Court for Anne Arundel County of August 23, 1938, the Maryland Inheritance Tax on their life estates was determined and thereafter paid.

IV. THAT Verner Loden, brother of the Testatrix, died October 26, 1939, leaving three children surviving him, i. e., J. Harvey Loden - aged 35 years Thomas H. Loden - aged 37 years John W. Loden - aged 39 years

V. THAT there is filed herewith and marked "Exhibit A" a Schedule of the Trust Estate of the said Anna Loden Steuart showing the assets thereof as of October 26, 1939, the date of death of the said Verner Loden.

VI. THAT it is necessary to have the value of the present interests of the said J. Harvey Loden, Thomas H. Loden, and John W. Loden determined as of October 26, 1939 in order that the Maryland Inheritance Tax thereon may be ascertained and paid.

WHEREFORE your Petitioner prays:

(a) THAT two appraisers be appointed to value the estate of Anna Loden Steuart as of October 26, 1939.

(b) THAT the present interests of the said J. Harvey Loden, Thomas H. Loden, and John W. Loden therein be determined by this Court as of October 26, 1939.

AND as in duty bound, etc.

SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE Trustee under Will of Anna Loden Steuart.

By Geo. Pausch, Vice President.

STATE OF MARYLAND COUNTY OF BALTIMORE ss

I hereby certify that on this 19th day of January, 1940, before me the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified in and for Baltimore County, personally appeared George Pausch, Vice-President of the Safe Deposit and Trust Company of Baltimore, Trustee under the Will of Anna Loden Steuart, the above nam-

ed Petitioner, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Edward M. McKewen

Notary Public.

In the Matter of the Trust Estate of Anna Loden Steuart, Deceased.

No. 7704 Equity

In the Circuit Court for Anne Arundel County.

To the Honorable, the Judges of said Court:

The petition of the Safe Deposit & Trust Company of Baltimore, Trustee under the Will of Anna Loden Steuart respectfully states:

1. That by petition executed on the 19th day of January, 1940, your petitioner prayed for the determination of the present interests in this estate of J. Harvey Loden, Thomas H. Loden and John W. Loden, as of October 26, 1939.

11. That it is necessary for the Court to know the ages of the original surviving beneficiaries in order to determine the present interests of J. Harvey Loden, Thomas H. Loden and John W. Loden as of October 26, 1939.

111. That the names and ages of the original surviving beneficiaries as of October 26, 1939 are as follows:

Axel J. Loden - 71 years of age Henry S. Loden - 73 years of age

Ida A. Loden - 76 years of age Thekla Z. Loden - 64 years of age

Wherefore your Petitioner Prays:

(1) That the matters and facts set out in this petition may be taken as a part of the petition executed on January 19, 1940, and filed simultaneously with this petition, the same as if included therein.

And as in duty bound, etc.

Safe Deposit and Trust Company of Baltimore, Trustee under the Will of Anna Loden Steuart.

By: Clare Green Duckett , Solicitor.

Upon the aforegoing Petition, it is Ordered this 5th day of Feby. 1940, that Clare Green Duckett and Myrtle Sturm are hereby appointed appraisers to value the assets in the hands of the SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE, Trustee under the will of Anna Loden Steuart as of October 26, 1939.

And it is further Ordered that the value of the present interests of J. Harvey Loden et al in said trust estate is determined to be as follows:

Share of J. Harvey Loden 10% of 1/3 of 1/5 of the value of said fund

Share of Thomas H. Loden 10% of 1/3 of 1/5 of the value of said fund

Share of John W. Loden 10% of 1/3 of 1/5 of the value of said fund

Ridgely P. Melvin, Judge.

EXHIBIT A

5200 U S A Treasury 2 3/4% Bonds due 1965

2500 U S A Savings 2 1/2% Bonds due 1953

2500 Federal Farm Mortgage Corporation 3% Bonds due 1949

4000 Consolidated Edison Co New York Deb 3 1/2% Bonds due 1948

4000 Pacific Gas & Electric Co 1st & ref. Mtge. G 4% Bonds due 1964

4000 Public Service Co. of Nor Ill 1st Mtge. 3 1/2% Bonds due 1968

4000 Virginia Elec & Power Co. 1st & ref B 3 1/2% Bonds due 1968

4000 Southern Bell Tel & Tel Co. Debenture 3% Bonds due 1979

4000 Bethlehem Steel Corp Cons S F Ser F 3 1/4% Bonds due 1959

4000 National Steel Corp 1st Coll mtg 3% bonds due 1965

4000 United States Steel Corp 10 year deb 3 1/4% Bonds due 1948

4000 Socony Vacuum Oil Co Inc Debenture 3% Bonds due 1964

4000 Texas Corporation debenture 3 1/2% bonds due 1951

4000 Firestone Tire & Rubber Co. 10 year deb 3 1/2% Bonds due 1948

700 Cont Investment Deb Corp Deb 3 to 6 Pct due 1953

400 Natl Union Mtg Corp Col Tr A 2 to 6 Pct with Non Detachable Special Int Note due 1954

22 Shr. American Telephone & Telegraph Co

6 " Baltimore Transit Company Common Vtc

$1000 Mortgage Note of William H. Feldmeyer and Annie P. Feldmeyer dated Nov. 6, 1933 at 3 yrs sec by property No. 137 Charles St, Annapolis, Md.

1000 Mtg Note of William H. Feldmeyer & Annie Feldmeyer Dtd 4/14/34 at 3 yrs sec by 2nd Mtg on Property 137 Charles St., Annapolis, Md.

500 Mtg Note of William H. Feldmeyer & Annie Feldmeyer dtd 3/1/35 at 3 yrs sec by 3rd Mtg on 137 Charles St., Annapolis, Md.

$1000 Mtg Note of William H. Feldmeyer & Annie Feldmeyer dtd 9/8/37 at 3 yrs sec by 4th Mtg on 137 Charles St., Annapolis, Md.

Interest Notes

2042.13 Mtg Note of Frank O. Smith & his wife dtd 2/17/36 at 3 yrs now running as overdue sec by 74 Charles St., Annapolis, Md.

Balance of 2900

ANNUAL GROUND RENTS

11.17 on 313 S. Bethel St.

11.17 on 315 S. Bethel St.

120.00 on 1801 W. Baltimore St.

300.00 " 1630 Bank St.

60.00 " 1725 N. Calhoun St.

68.00 " 1915 Hollins St.

40.00 " 853 W. Lexington St.

36.00 " 1031 W. Lombard St.

66.00 " 112/14 Mt. Clare St.

40.00 " 924 W. Pratt St.

40.00 " 926 W. Pratt St.

24.00 " 942 W. Saratoga St. (sub Ground Rent)

18.75 " 944 W. Satatoga St. (sub Ground Rent)

20.00 " 41 S. Stockton St.

30.00 " 866 Vine St.

20.00 " 43 S. Stockton St.

28.00 on 849 W. Lexington St.

20.00 " 321 W. Mulberry St.

37.50 " 809 Vine St.

REAL ESTATE

Und 1/3 Int in 947/53 Sarah Ann St Subj to original Grd. Rnt of 37.50 per Annum on this & adjoining properties

Cash $ 5,190.79

Filed Feby. 5" 1940.

RETURN OF APPRAISERS

5200	U S A Treasury 2 3/4% Bonds due 1965	103¼	$ 5,369.00
2500	U S A Postal Savings 2 1/2% Bonds due 1953	100	2,500.00
2500	Federal Farm Mortgage Corporation 3% Bonds due 1949 1948	106 15/32 106 1/4	2,661.72
4000	Consolidated Edison Co New York Deb 3 1/2% Bonds due		4,250.00
4000	Pacific Gas & Elec Co 1st Ref Mtg G 4% Bonds due 1964 1968	109 3/4	4,390.00
4000	Public Service Co of Nor Ill 1st Mtg 3 1/2% Bonds due 1968	105 3/4	4,230.00
4000	Virginia Elec & Power Co 1st & Ref B 3 1/2% Bonds due 1979	107	4,280.00
4000	Southern Bell Tel & Tel Co Debenture 3% Bonds due 1959	100	4,000.00
4000	Bethlehem Steel Corp Cons S F Ser F 3 1/4% Bonds due	98 3/8	3,935.00
4000	National Steel Corp 1st Coll Mtg 3% Bonds due 1965 1948	99 3/4	3,990.00
4000	United States Steel Corp 10 year deb 3 1/4% Bonds due	105 1/2	4,220.00
4000	Socony Vacuum Oil Co Inc Debenture 3% Bonds due 1964	102 1/8	4,085.00
4000	Texas Corporation debenture 3 1/2% Bonds due 1951 due 1948	107	4,280.00
4000	Firestone Tire & Rubber Co 10 year deb 3 1/2% Bonds	105 1/8	4,205.00
700	Cont Investment Deb Corp Deb 3 to 6 Pct due 1953	66	462.00
400	Natl Union Mtg Corp Col Tr A 2 to 6 Pct with Non Detachable Special Int Note due 1954	82	328.00
22	Shr. American Telephone & Telegraph Co	167 1/2	3,685.00
6	" Baltimore Transit Company common Vtc	40¢	2.40
$1000	Mortgage Note of William H. Feldmeyer and Annie P. Feldmeyer dated Nov. 6, 1933 at 3 yrs sec by property No. 137 Charles St., Annapolis, Md.		1,000.00
1000	Mtg Note of William H. Feldmeyer and Annie Feldmeyer Dtd 4/4/34 at 3 yrs sec by 2nd Mtg on Property 137 Charles St., Annapolis, Md.		1,000.00
500	Mtg Note of William H. Feldmeyer & Annie Feldmeyer dtd 3/1/35 at 3 yrs sec by 3rd Mtg on 137 Charles St., Annapolis, Md.		500.00
$1000.00	Mtg Note of William H. Feldmeyer & Annie Feldmeyer dtd 9/8/37 at 3 yrs sec by 4th Mtg on 137 Charles St., Annapolis, Md. Interest Notes		1,000.00
2042.13	Mtg. Note of Frank O. Smith & his wife dtd 2/17/36 at 3 yrs now running as overdue sec by 74 Charles St., Annapolis, Md. Balance of 2900.		2,042.13

ANNUAL GROUND RENTS.

11.17	on 313 S. Bethel St.		$ 150.00
11.17	on 315 S. Bethel St.		150.00
120.00	" 1801 W. Baltimore St.		3,000.00
300.00	" 1630 Bank St.		4,615.38
60.00	" 1725 N. Calhoun St.		857.14
68.00	" 1915 Hollins St.		1,046.15
40.00	" 853 W. Lexington St.		444.44
36.00	" 1031 W. Lombard St.		576.00
66.00	" 112/14 Mt Clare St.		440.00
40.00	" 924 W. Pratt St.		444.44
40.00	" 926 W. Pratt St.		444.44
24.00	" 942 W. Saratoga St.	(Sub Ground Rent)	50.00
18.75	" 944 W. Saratoga St.	(Sub Ground Rent)	50.00
20.00	" 41 S. Stockton St.		100.00
30.00	" 866 Vine St.		300.00
20.00	" 43 S. Stockton St.		100.00
28.00	" 849 W. Lexington St.		430.76
20.00	" 321 W. Mulberry St.		500.00
37.50	" 809 Vine St.		375.00

REAL ESTATE

Und 1/3 Int in 847/53 Sarah Ann St. subj to original Grd. Rent of 37.50 per annum on this & adjoining properties	50.00
	80,539.00
Cash	5,180.79
	$85,719.79

We, Clare Green Duckett and Myrtle Sturm make oath in due form of law that we were appointed Appraisers to value the assets in the hands of the Safe Deposit and Trust Company of Baltimore under the will of Anna Loden Steuart as October 26, 1939, by order of the Circuit Court for Anne Arundel County in Equity proceedings #7704 entitled "In the Matter of the Trust Estate of Anna Loden Steuart, deceased", and that we have well and truly appraised the said assets as reported by the said Trustee with its petition filed on the 5th day of February, 1940, and marked "Exhibit A", without partiality or favor and to the best of our skill and judgment according to the inventory and appraisement set out above.

Clare Green Duckett
Myrtle Sturm
Appraisers.

State of Maryland, Anne Arundel County Sct:

I hereby certify that the aforegoing oath was taken and subscribed to by the said Clare Green Duckett and Myrtle Sturm before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, this 13th day of March,1940.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Wilhelmina P. Hopkins,

Notary Public.

Filed March 13" 1940.

PETITION FOR CONVEYANCE BY TRUSTEE TO 40 FOOT RIGHT OR WAY.

To the Honorable, the Judges of said Court:

The petition of J. Harvey Loden, Thomas H. Loden and John W. Loden, remainder-men under this Trust Estate, respectfully represents:

1. That Anna Loden Steuart by the first item in her Last Will and Testament devised to your petitioners, "All that piece or parcel of land containing 4.32 acres, more or less, with the right of way thereto which is excepted from the deed from me to Ludwig B.Freudenthal dated the second day of March in the year nineteen hundred and thirty one, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 87 folio 121, with the buildings and improvements thereon and all the personal property therein and thereon, to them, their heirs, personal representatives and assigns absolutely and in fee simple."

11. That by the deed above referred to the said Anna Loden Steuart did reserve a 15 foot right of way as well as the 4.32 acres, the 15 foot right of way being described by metes and bounds, courses and distances.

111. That the property conveyed to Ludwig B. Freudenthal was conveyed by him to Warren Smadbeck by deed dated the fourth day of March, nineteen hundred and thirty one, and thereafter on the twenty-ninth day of April, nineteen hundred and thirty-one, Anna Loden Steuart conveyed to Warren Smadbeck, the said 15 foot right of way reserved in the deed to Freudenthal in consideration of Warren Smadbeck conveying to her a 40 foot right of way by deed dated on the same day and recorded among the Land Records aforesaid in Liber F. S. R. No. 84 folio 106.

IV. That the 40 foot right of way conveyed to Anna Loden Steuart by Warren Smadbeck is necessary for the purposes of ingress and egress to and from the said 4.32 acres and that said right of way is valueless to anybody but the owner of the 4.32 acres and that it is the only right of way thereto as devised by the Last Will and Testament of Anna Loden Steuart which was executed subsequent to the transfers of the two rights of way.

V. That your petitioners have sold the property devised to them as set out in the first paragraph of this petition to Harry J. Stuckey, of Anne Arundel County, Maryland, and that the purchaser has requested that the Safe Deposit and Trust Company of Baltimore, Trustee of the Estate of Anna Loden Steuart, join in the deed from your petitioners to the said Harry J. Stuckey for the purpose of removing any cloud on the title that there might be to the 40 foot right of way described in the deed from Warren Smadbeck to Anna Loden Steuart dated the twenty-ninth day of April, nineteen hundred and thirty one and recorded as aforesaid, because Anna Loden Steuart did not refer to this particular right of way specifically.

VI. That your petitioners are designated the remainder-men of the trust set up by the Last Will and Testament of Anna Loden Steuart by the second paragraph of said will.

To the end therefore,

That this Honorable Court may pass an order authorizing and directing the Safe Deposit

and Trust Company of Baltimore aforesaid to enter into a deed with your petitioners to the said Harry J. Stuckey conveying to him the 4.32 acres reserved in the deed from Anna Loden Steuart to Ludwig B. Freudenthal aforesaid, and devised to your petitioners by Anna Loden Steuart and the 40 foot right of way conveyed to Anna Loden Steuart by Warren Smadbeck by deed dated the twenty-ninth day of April, nineteen hundred and thirty one and recorded as aforesaid.

And as in duty bound.

Witness: ____ J. Harvey Loden (SEAL)

Clare Green Duckett Thomas H. Loden (SEAL)

Solicitor. John W. Loden (SEAL)

State of Texas, County of Wichita:

Before me, the undersigned authority, a Notary Public in and for Wichita County, Texas, on this day personally appeared J. Harvey Loden, Thomas H. Loden and John W.Loden and known to me as such and to be the persons whose names are subscribed to the aforegoing petition, and made oath in due form of law, that the matters and facts contained therein are true to the best of their knowledge and belief.

Given under my hand seal of office this 9th day of July, 1940.

(NOTARIAL SEAL) L. A. Ward

Notary Public.

CONSENT TO DECREE.

The Safe Deposit and Trust Company of Baltimore, Trustee of the Estate of Anna Loden Steuart does hereby consent to the passage of such decrees as may be proper in the premises.

Safe Deposit and Trust Company of Baltimore, Trustee of the Estate of Anna Loden Steuart.

By W. R. Hubner , Vice President

E. W. Carr, Asst. Secretary

Filed July 20" 1940

DECREE.

Upon the aforegoing petition it is ordered this 22 day of July, 1940, by the Circuit Court of Anne Arundel County sitting in equity that the Safe Deposit and Trust Company of Baltimore, Trustee of the Estate of Anna Loden Steuart, deceased, is hereby authorized and directed to enter into the deed with J. Harvey Loden, Thomas M. Loden and John W. Loden to Harry J. Stuckey conveying to him 4.32 acres of land situated in the First Election District of county aforesaid reserved in the deed from Anna Loden Steuart to Ludwig B. Freudenthal dated the 2nd day of March, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 87 folio 121 and devised by the said Anna Loden Steuart in the first item of her Last Will and Testament recorded among the Testamentary Records of county aforesaid in Liber W.M.H. No. 1 folio 254, to J. Harvey Loden, Thomas M. Loden and John W. Loden and also conveying the 40 foot right of way appurtenant to the said 4.32 acres, conveyed by Warren Smadbeck and wife to Anna Loden Steuart, by deed dated the 29th day of April, 1931 and recorded among the aforesaid Land Records in Liber F.S.R. No. 84 folio 106.

Ridgely P. Melvin, Judge

Filed July 22" 1940

Report of Safe Deposit and Trust Company of Baltimore, Trustee.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Safe Deposit and Trust Company of Baltimore, Trustee under will of Anna Loden Steuart, respectfully shows:

1. THAT the United States Treasury Department has recently issued a notice of redemption at par and accrued interest of the issues of bonds below indicated. The amounts of said bonds held by your Petitioner for this trust are as follows:

United States of America Treasury 3-1/4% bonds due 1946, called as of April 15,1944

Home Owners' Loan Corporation Series "A" 3% bonds due 1952, called as of May 1,1944

$2,500. Federal Farm Mortgage Corporation 3% bonds due 1949, called as of May 15, 1944

2. THAT the Treasury Department also offered to exchange the above issues, so called for redemption, for a like amount of United States Treasury 2-1/4% bonds due 1959, adjusting interest on the securities so exchanged to the date of redemption, the interest on the bonds received in exchange to accrue from such date. As said 2-1/4% bonds are issued in denominations of $500 or multiples thereof, any part of the holdings that could not be so exchanged, have been paid off.

3. THAT your Petitioner has accepted said offer, and has accordingly received $2,000. of said 2-1/4% bonds, as above mentioned.

WHEREFORE, it prays your Honor to ratify and approve the exchange above referred to;

Safe Deposit and Trust Company of
Baltimore, Trustee
By I. C. Connor, Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I hereby certify that on this 16th day of August, 1944, before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared I. C. Connor, Vice-President of the Safe Deposit and Trust Company of Baltimore, Trustee and made oath in due form of law that the matters and facts as set forth in the foregoing Report are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Wm. B. Stewart,
Notary Public.

UPON the foregoing Report IT IS ORDERED this 23rd day of August 1944 by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY that the exchange, as made and reported by said Trustee, be and the same is hereby ratified and approved.

Ridgely P. Melvin, C.J.

Filed Aug. 23" 1944.

Macma A. Burkhart et al.	:	No. 7747 Equity
vs.	:	In the Circuit Court for
Seth H. Linthicum et al.	:	Anne Arundel County.
	:	In the Circuit Court of Baltimore City.

For Previous Proceedings see Equity J.H.H. No. 51- Folio 227 to 231 and Equity J.H.H. No. 52, Folio 116 to 124 and Equity J.H.H. No. 52 Folio 448 to 455 inc.

CERTIFIED COPIES FROM CIR. CT. BALTO. CITY.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Howard C. Wilcox, Receiver appointed in the above entitled cause by order of this Court passed on the twenty-ninth day of July, 1938, respectfully shows:

1. That under the above-mentioned order your Petitioner and Sweetser Linthicum were appointed Receivers to take charge of and manage the real and lease-hold estate of J. Charles Linthicum, deceased, and in the course of their duties the said Receivers have from time to time collected the income of said property and made expenditures for the taxes and other charges thereon, and also for the repairs and maintenance thereof pending the proceedings in this cause for the sale of so much of said property, real and leasehold, as might be necessary to pay the legacies in these proceedings mentioned.

2. That the sales as heretofore authorized by this Honorable Court to be made for the above purpose have been completed and the aforesaid legacies paid in full, and the said real and leasehold estate being now freed from the claims of said legatees as it had been heretofore freed and cleared by proceedings in another cause in this Court depending from the claims of creditors, the said estate is now the property of the residuary devisees under the will of the said J. Charles Linthicum, deceased, or their respective heirs, personal representatives and assigns, or devisees.

3. That the said Receivers, however, have in their hands certain monies representing the collections of income made by them during said receivership less their expenditures and subject to their commissions and any other proper charges against said fund, for which your Petitioner is ready to account but your Petitioner is advised that his co-receiver, the said Sweetser Linthicum is an officer in the Army of the United States and at this time is serving on duty overseas, and he is therefore unable to perform his functions and duties as one of the receivers.

4. That the said money in the hands of the Receivers or on deposit to their credit amounts to the sum of __ Dollars. The names and addresses of the persons entitled to interests in the distributable balance of said fund so far as known to your Petitioner are as follows, to wit:

Fidelity Trust Company, Substituted Trustee under the Last Will and Testament of G. Milton Linthicum, deceased, Baltimore, Maryland.

Guy B. Brown, Substituted Trustee for W. Hampton Linthicum et al. under the will of J. Charles Linthicum, deceased, 543 Calvert Building, Baltimore, Md.

Saral Louise Linthicum, Linthicum Heights, Maryland, and Eleanor Linthicum Woodruff, Washington, D.C., heirs or next of kin of Sweetser Linthicum (the elder), deceased, in addition to Seth H. Linthicum and Mary P. Linthicum, his wife, whose interest therein is however, included in a mortgage heretofore made by them in favor of G. Milton Linthicum, now deceased, executor of J. Charles Linthicum, and assigned or to be assigned under an order passed in said cause to the four parties above-named.

5. Your Petitioner shows that it is unknown when the said Sweetser Linthicum (the younger), your Petitioner's co-receiver as aforesaid, will return to the United States and in order that your Petitioner may complete his accounting for the fund aforesaid and perform any other duties which the said Receivers may be lawfully required to perform,

it is advisable that an order be passed by this Honorable Court suspending the powers and duties of the said Sweetser Linthicum as Receiver of the real and leasehold estate of J. Charles Linthicum, deceased, and authorizing your Petitioner to act as sole receiver thereof in accordance with the provisions of Chapter 290 of the Acts of the General Assembly of 1943.

WHEREFORE your Petitioner prays that this Honorable Court pass an order suspending the powers and duties of the said Sweetser Linthicum, Receiver as hereinbefore appointed and authorizing your Petitioner to act as sole Receiver under and by virtue of the said Order of Court herein passed on the twenty-ninth day of July, 1938; and that your Petitioner may have such further relief as his case may require.

AND as in duty bound etc.

Thos. F. Cadwalader
Guy B. Brown
Solicitors for Petitioner.

Howard C. Wilcox
Howard C. Wilcox
Receiver of the Real and Leasehold Estate
of J. Charles Linthicum, Deceased.

STATE OF MARYLAND, CITY OF BALTIMORE, ss:

BEFORE me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, on this 7th day of June 1943, personally appeared HOWARD C. WILCOX, the above-named petitioner, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true and correct to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(SEAL)
(PLACE)

Adele Mielcke
Adele Mielcke
Notary Public

ORDER OF COURT.

Upon the aforegoing Petition and Affidavit it is ORDERED this 7" day of June 1943, by the Circuit Court of Baltimore City, that the powers and duties of Sweetser Linthicum as one of the Receivers of the real and leasehold estate of J. Charles Linthicum, deceased, be and they are hereby suspended, and that Howard C. Wilcox, the other of said Receivers heretofore appointed in this cause, be and he is hereby authorized to act as sole Receiver under the provisions of the order hereinbefore passed on the twenty-ninth day of July, 1938, and any subsequent order or orders affecting the duties of the said Receivers.

Edwin T. Dickerson

Maoma A. Burkhart et al
vs.
Seth H. Linthicum et al

In the Circuit Court
of
Baltimore City

PETITION.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Petitioners, Howard C. Wilcox and H. Vernon Eney, Trustees herein appointed by decree of this Honorable Court passed on the 8th day of September, 1938, respectfully show:

1. That there remained in their hands after distribution of the sums audited to the various legatees, as appears from the Auditor's report and account heretofore filed and

ratified by this Honorable Court, the sum of Three Thousand Four Hundred Thirty-two Dollars and Forty-Two Cents ($3,432.42) from which your Petitioners have paid the sum of Twenty-Eight Dollars ($28.00) for premiums on their bonds as reduced by the Order of this Court passed on the 17th day of September, 1942, and your Petitioners now hold subject to the further orders of this Court the sum of Three Thousand Four Hundred and Four Dollars and Forty-Two Cents ($3,404.42).

2. That heretofore in a matter in this Court entitled G. Milton Linthicum, Individually etc. vs. Helen A. Linthicum et al., Docket 73 A, folio 161, upon a petition filed on the 31st day of July, 1942, by The Fidelity Trust Company, Substituted Trustee under the will of G. Milton Linthicum, Deceased, this Honorable Court ordered that testimony be taken in order to determine who were entitled to receive and the proportions in which they were entitled to receive, the rest and residue of the estate of J. Charles Linthicum deceased, under the terms of his Last Will and Testament. The testimony so ordered to be taken was filed in that cause in this Court on the 18th day of January 1943, and the 15th day of March, 1943, Thereupon, this Court on the 17th day of May, 1943, passed a Decree determining those entitled to receive and the proportions in which they are entitled to receive, the rest and residue of the said estate.

3. As will appear from the Petition, Testimony and Decree in the said cause of G. Milton Linthicum, Individually, etc. vs. Helen A. Linthicum et al., Seth H. Linthicum - his wife joining to bar her dower - on November 14, 1934, by mortgage duly recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 133, folio 69, and among the Land Records of Baltimore City in Liber S.C.L. No. 5502, folio 139, in order to secure a debt owed by him to the estate of the testator, mortgaged unto G. Milton Linthicum, Executor of the estate of the said J. Charles Linthicum, any and all right, title and interest (the same being a 2/5 undivided interest) to which he was entitled under the terms of the Will of J. Charles Linthicum; that subsequently, by mesne conveyances, the interest of the said Seth H. Linthicum became vested in Seth H. Linthicum and Mary P. Linthicum, his wife, subject, however, to the terms of the above mortgage. By the said Decree of May 17, 1943, in the last mentioned case, the said mortgage from Seth H. Linthicum and wife to G. Milton Linthicum, Executor, was credited with the interest of the said Seth H. Linthicum in and to the same (a 2/5 interest) and the balance of said mortgage debt, and the mortgage securing the same, was ordered distributed and assigned unto the parties named in said Decree in the proportions therein set forth.

4. Your Petitioners desire to distribute the funds in their hands to those entitled to receive the same and believe that it would be advantageous to all parties concerned and that it would expedite the distribution of said funds if your Honor would pass an Order in this case -

a. Directing that the following parts of the record of the case of G. Milton Linthicum, Individually etc. vs. Helen A. Linthicum, et al., above referred to, be considered as a part of the record in this case, to wit: The Petition of The Fidelity Trust Company, Substituted Trustee under the Last Will and Testament of G. Milton Linthicum, deceased, filed the 31st day of July 1942, the answers to said petition, the testimony filed therein on the 18th day of January, 1943, and the 15th day of March 1943, and the Decree passed therein on the 17th day of May, 1943.

b. Directing your Petitioners to make distribution of the funds in their hands in accordance with the terms of the said Decree passed in said cause on the 17th day of May, 1943, as follows, that is to say:

Subject to the payment of collateral inheritance tax of 5% from each of the payments hereinafter set forth:

To pay one-fifth of said funds to The Fidelity Trust Company, Substituted Trustee under the Last Will and Testament of G. Milton Linthicum, deceased; one-fifth thereof unto Guy B. Brown, Substituted Trustee for W. Hampton Linthicum et al. under the Will of J. Charles Linthicum, deceased; one-tenth thereof unto Sarah Louise Linthicum; one-tenth thereof unto Eleanor Linthicum Woodruff; and in addition to said sums to pay one-third of two-fifths of said funds in their hands, or two fifteenths thereof, unto The Fidelity Trust Company, substituted trustee as aforesaid; and another two-fifteenths thereof unto Guy B. Brown, substituted trustee as aforesaid; and one-fifteenth thereof unto the said Sarah Louise Linthicum and one-fifteenth thereof unto the said Eleanor Linthicum Woodruff; the said shares amounting to six-fifteenths or two fifths of the said funds, being the portion thereof which under the testator's will was bequeathed and devised to Seth H. Linthicum but which is included under his mortgage as aforesaid, said six fifteenths, less collateral inheritance tax aforesaid when paid to be credited on said mortgage.

WHEREFORE, your Petitioners pray that this Honorable Court may pass an order carrying into effect the provisions hereinabove set forth, and that your Petitioners may have such further relief as their case may require.

AND as in duty bound, etc.

Guy B. Brown — Howard C. Wilcox

Guy B. Brown — Howard C. Wilcox

Thos. F.Cadwalader — H. Vernon Eney

Thos. F. Cadwalader — H. Vernon Eney, Trustees

Solicitors for Trustees.

STATE OF MARYLAND, CITY OF BALTIMORE, ss:

BEFORE me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, on this 26th day of July 1943, personally appeared HOWARD C. WILCOX, one of the said Petitioners, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated according to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

(SEAL) — Adele Mielcke

(PLACE) — Adele Mielcke

My Commission Expires May 7, 1945 — Notary Public.

ORDER.

Upon the Petition of Howard C. Wilcox and H. Vernon Eney, Trustees herein, and the affidavit thereto attached, it is by the Circuit Court of Baltimore City this 10" day of August 1943, ORDERED,

a. That the Petition of The Fidelity Trust Company, Substituted Trustee under the Last Will and Testament of G. Milton Linthicum, deceased, filed on the thirty-first day

of July, 1942, in the matter of G. Milton Linthicum, Individually and as Executor under the Will of J. Charles Linthicum, deceased, vs. Helen A. Linthicum et al., Docket 73 A, folio 161, of this Court, the Answers filed to said petition, the testimony taken before one of the standing examiners of this Court and filed in that case on the 18th & 15th days of January and March 1943, respectively, and the Decree of this Court passed therein on May 17, 1943, determining those entitled to receive and the proportions in which they are entitled to receive, the rest and residue of the Estate of J. Charles Linthicum, deceased, be and the same are hereby considered a part of the record of this case.

b. And it is further ORDERED that Howard C. Wilcox and H. Vernon Eney, Trustees in this case, shall (subject to the payment of collateral inheritance tax of 5% thereon), make distribution of the said funds in their hands in accordance with the terms of the said decree passed in said last-mentioned cause on the 17th day of May, 1943, as follows, that is to say: One-fifth of said funds to The Fidelity Trust Company, Substituted Trustee under the Last Will and testament of G. Milton Linthicum, deceased; one-fifth thereof unto Guy B. Brown, Substituted Trustee for W. Hampton Linthicum et al. under the Will of J. Charles Linthicum, deceased; one-tenth thereof unto Sarah Louise Linthicum; one-tenth thereof unto Eleanor Linthicum Woodruff; and in addition to said sums one-third of two-fifths of said funds in their hands, or two-fifteenths thereof, unto The Fidelity Trust Company, substituted trustee as aforesaid; and another two-fifteenths thereof unto Guy B. Brown, substituted trustee as aforesaid; and one-fifteenth thereof unto the said Sarah Louise Linthicum and one-fifteenth thereof unto the said Eleanor Linthicum Woodruff; the said shares amounting to six-fifteenths or two-fifths of the said funds, being the portion thereof which under the testator's will was bequeathed and devised to Seth H. Linthicum, but which is included under his mortgage as aforesaid, said six-fifteenths (less collateral inheritance tax aforesaid) when paid to be credited on said mortgage.

Edwin T. Dickerson

Maoma A. Burkhart et al, — In the Circuit Court

vs. — of

Seth H. Linthicum et al — Baltimore City

The undersigned do hereby acknowledge that they have received from Howard C. Wilcox and H. Vernon Eney, Trustees herein, the sums herein set opposite their respective names distributed to them pursuant to the order of court entered herein on August 10, 1943:

The Fidelity Trust Company, Substituted Trustee U/W G. Milton Linthicum, deceased:

1/5 of the total amount distributed -	$646.84
1/3 of 2/5 of the total amount distributed -	431.23
Guy B. Brown, Substituted Trustee for W. Hampton Linthicum U/W J. Charles Linthicum:	
1/5 of the total amount distributed -	646.84
1/3 of 2/5 of the total amount distributed -	431.23
Sarah Louise Linthicum:	
1/10 of the total amount distributed -	323.42
1/6 of 2/5 of the total amount distributed -	215.61

Eleanor Linthicum Woodruff:

1/10 of the total amount distributed - $323.42

1/6 of 2/5 of the total amount distributed - 215.61

FIDELITY TRUST COMPANY Substituted

Trustee U/W G. Milton Linthicum

By Harvey L. Hall
Harvey L. Hall, Trust Officer

Guy B. Brown
Guy B. Brown, Substituted Trustee for W. Hampton Linthicum U/W of J. Charles Linthicum

Sarah Louise Linthicum
Sarah Louise Linthicum

Test

Seth H. Linthicum

Eleanor Linthicum Woodruff
Eleanor Linthicum Woodruff

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 Petition and Order of Court fd. 6/7/43, Petition and Order of Court fd. 8/10/43 and Release to Trustee fd. 9/29/43 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 June A.D. 1944

(COURT SEAL) Henry J. Ripperger, Clerk.

Filed June 27" 1944.

In the Matter of the Sale of the Mortgag-: No. 7897 Equity.
ed Real Estate of Daniel G. Luckett and : In the Circuit Court for
Belle McCoy Luckett, his wife. : Anne Arundel County.

MORTGAGE

THIS MORTGAGE, Made this second day of September, in the year nineteen hundred and thirty, by and between Daniel G. Luckett and Belle McCoy Luckett, his wife, of Washington, District of Columbia, of the first part, hereinafter called "MORTGAGORS"; and Frank Mezick, of Arrington, Nelson County, Virginia, of the second part, hereinafter called "MORTGAGEE".

WHEREAS, the said MORTGAGORS have this day borrowed from the said MORTGAGEE the sum of Three Thousand Dollars ($3,000.00), to complete the purchase price of the property hereinafter mentioned, as evidenced by their promissory note, of even date herewith, for said amount, payable in three years from the date hereof, with interest thereon at the rate of six per cent. per annum, payable quarterly; it being hereby understood and agreed that the said MORTGAGORS shall have the privilege of pre-paying said mortgage debt at any interest-due period in multiples of Five Hundred Dollars ($500.00), the interest to cease on said payments as and when the same are made; and

WHEREAS, it was a condition precedent to the granting of said loan that these presents should be executed for the purpose of securing the prompt payment of said note or any and all renewals thereof, or substitutes therefor at the times limited for the same.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises,

and the sum of One Dollar ($1.00), the receipt whereof is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, his heirs and assigns, in fee simple,

All that lot of ground situate at EDGEWATER BEACH, in the First Election District of Anne Arundel County, State of Maryland, and designated as Number Five (5) in Square Number Eleven (11) on the plat of EDGEWATER BEACH, made by D. J. Howell & Son, Engineers, July, 1924, and recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 15. Being the lot of ground which was conveyed to the above-named MORTGAGORS by William F. Matteson and Sara V. Matteson, his wife, et al, by deed dated and recorded among the Land Records of Anne Arundel County simultaneously with these presents. And being a part of the property which was conveyed to the said William F. Matteson and Sara V. Matteson, his wife, by Charles H.Herold, single, by deed dated the 12th day of April, 1924, and recorded among the aforesaid Land Records in Liber W.N.W. No. 74,folio 151.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said MORTGAGEE, his heirs and assigns forever.

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

AND it is agreed that, until default be made in the premises, the said MORTGAGORS, their heirs and assigns, shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said MORTGAGORS, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said MORTGAGEE, his heirs, personal representative or assigns, or Ridgely P. Melvin, his Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, his heirs, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: First, to the payment of all expenses incident to such

sale, including a fee of Fifty dollars and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his heirs, personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, his heirs, personal representatives or assigns, or Ridgely P. Melvin, his said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said MORTGAGORS, for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, his heirs, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Three thousand Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, his heirs, personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his heirs, personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

Test: Daniel G. Luckett (SEAL)

Laura R. Jickling Belle McCoy Luckett (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this Sixth day of September, in the year nineteen hundred and thirty, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Daniel G. Luckett and Belle McCoy Luckett, his wife, the Mortgagors named in the aforegoing Mortgage and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Ridgely P. Melvin, the Attorney or Agent named in the aforegoing mortgage, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; also that he is the Attorney

or Agent of the within named Mortgagee and is duly authorized to make this affidavit.

Witness my hand and notarial seal,

(NOTARIAL SEAL) Laura R. Jickling

Notary Public.

Filed Sept. 29" 1939.

FOR VALUE RECEIVED, I assign the within mortgage unto J. Oliver Clark, for the purpose of collection and foreclosure.

AS WITNESS, my hand and seal, this 6th day of September, 1939.

Witness: Margaret E. Branzell Frank Mezick (SEAL)

BOND.

KNOW ALL MEN BY THESE PRESENTS:

That we, J. Oliver Clark 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 Three Thousand ($3000.00) 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 19th day of April in the year of our Lord nineteen hundred and forty.

Whereas, the above bounden J. Oliver Clark by virtue of the power contained in a mortgage from Daniel G. Luckett and Belle McCoy Luckett, his wife to Frank Mezick bearing date the 23rd day of September, 1930 and recorded among the mortgage records of Anne Arundel County in Liber F.S.R. No. 76 Folio 489 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

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

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

in the presence of (CORPORATE SEAL) FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Margaret E. Branzell

Attest: Margaret E. Branzell By J. Oliver Clark, Attorney-in-Fact.

Filed April 19" 1940.

STATEMENT OF MORTGAGE CLAIM.

Date of Loan	9/2/30	
Original Amount of Loan		$3000.00
Unpaid interest from 3/2/39 to 4/19/40,		
less a credit of $13.00		191.00
Total Amount Due as of 4/19/40		$3191.00

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of April, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frank Mezick, the Mortgagee in the above entitled cause, and he made oath that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Margaret E. Branzell
Notary Public.

Filed April 19th. 1940.

In the Matter of the Sale of the Mortgaged Real Estate of Daniel G. Luckett and Belle McCoy Luckett, his wife

No. 7897 Equity
In the Circuit Court for
Anne Arundel County.

ASSIGNEE'S REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

(1). That under and by virtue of the power of sale contained in a mortgage from Daniel G. Luckett and Belle McCoy Luckett, his wife, dated the 2nd day of September, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 76 folio 489, the said J. Oliver Clark, as the Assignee of said mortgage, by short assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, and also by handbills distributed throughout the vicinity of the property and elsewhere, did on Friday, April 19, 1940, at 11:00 o'clock A.M. at the Court House door, in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said J. Oliver Clark, Assignee as aforesaid, then and there sold the said property to Frank Mezick at and for the sum of Two Thousand Two Hundred Fifty Dollars ($2250.00), he being at that figure the highest bidder therefor, the said property being the following:

All that lot of ground situate at Edgewater Beach, in the First Election District of Anne Arundel County, Maryland, and designated as Lot No. 5 in Square No. 11 on the Plat of Edgewater Beach, made by D. J. Howell & Son, Engineers, July 1924, and recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3 folio 15. Being the lot of ground which was conveyed to the Mortgagors by Wm. F. Matteson and Sara V., his wife, et al. by deed dated September 2, 1930. And being also a part of the property which was

conveyed to the said Wm. F. Matteson and Sara V., his wife, by Charles H. Herod, single, by deed dated April 12, 1924 and recorded among the aforesaid Land Records in Liber W.N. W. No. 74, folio 151.

Improvements consist of 1½ story frame dwelling in excellent condition.

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

Terms of sale: A deposit of $300.00 will be required of the purchaser at the time of the sale and the balance of the purchase money with interest thereon at the rate of 6% per annum to be paid in cash upon final ratification of sale. Taxes and insurance to be adjusted as of the date of this sale.

Respectfully submitted,

J. Oliver Clark, Assignee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29th day of April, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Oliver Clark, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Margaret E. Branzell

Notary Public.

ORDER NISI.

ORDERED, this 29th., day of April, 1940, that the sale of the real estate mentioned in these proceedings, made and reported by J. Oliver Clark, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 31st., day of May, 1940; PROVIDED, a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 31st., day of May, 1940.

The Report states the amount of sales to be Two Thousand Two Hundred Fifty Dollars ($2250.00).

John H. Hopkins, 3rd., Clerk.

CERTIFICATE OF PUBLICATION Annapolis, Md., May 27, 1940

We hereby certify, that the annexed Order Nisi - No. 7897 Equity Sale - Luckett was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of May,1940. The first insertion being made the 2nd day of May, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

ORDERED, by the Circuit Court for Anne Arundel County, in Equity, this 5th day of June, 1940, that the sale made and reported by J. Oliver Clark, Assignee, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and it is hereby further ORDERED that the said Assignee be allowed the usual

commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin, Judge.

Filed June 5th. 1940.

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Philip E. Wolfe, Attorney named in Mortgage : No. 7938 Equity

vs. : In the Circuit Court for

Norman S. Disney and Ruth B. Disney, his wife: Anne Arundel County.

MORTGAGE.

(NO STAMPS REQUIRED)

THIS PURCHASE MONEY MORTGAGE, Made this 1st day of August in the year nineteen hundred and thirty-nine, by and between NORMAN S. DISNEY and Ruth B. Disney, his wife, of the City of Baltimore, in the State of Maryland, of the first part, and the FIRST NATIONAL BUILDING LOAN AND SAVINGS ASSOCIATION OF BALTIMORE CITY, a body corporate duly incorporated under the Laws of the State of Maryland, of the second part.

WHEREAS, the said parties of the first part have this day borrowed from the said body corporate of the second part, the full and just sum of Eight Hundred and Twenty Dollars ($820.00) which sum the said parties of the first part have agreed to repay sixty (60) days from the date hereof together with interest at the rate of six per centum per annum. And, in order to better secure the prompt repayment of the aforesaid principal sum together with the interest thereon, these presents are executed.

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said parties of the first part do grant and convey unto the said body corporate of the second part, its successors and assigns, in fee-simple, all those lots or parcels of ground described as follows:-

Being lots Nos. 688, 689, 690, 691, and 692 in Section "C" as shown on the Plat of Ferndale Farms which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, Folio 234; the said lots being located at the northeast corner of Baltimore and Welham Avenues.

BEING, the same lots of ground which by Deed dated even date herewith and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County were granted and conveyed by Steven J. Everd and Margaret Everd, his wife, unto the within Mortgagors.

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

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use, and benefit of First National Building Loan and Savings Association of Baltimore City, its successors and assigns, in fee simple forever.

PROVIDED that if the said Mortgagors their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Eight Hundred and Twenty ($820.00) dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said mortgagors for themselves, their heirs, personal representa-

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

AND the said Mortgagors for themselves their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns hereby covenant to pay; and the said Mortgagee, its successors or assigns, or Philip E. Wolfe their said Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and 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 mortgagors for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this mortgage, to keep insured in some good company satisfactory to the said Mortgagee its successors and assigns, the improvements on hereby the mortgaged property and to the amount of at least Eight Hundred and Twenty ($800.00) dollars, and to cause the policy to be affected thereon, to be so

framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee its successors and assigns.

WITNESS the hands and seals of the said Mortgagors.

Test: Norman S. Disney (SEAL)

Philip E. Wolfe Ruth B. Disney (SEAL)

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, that on this 1st day of August in the year nineteen hundred and thirty-nine before me, the subscriber, a Notary Public of the State of Maryland in and for the City aforesaid, personally appeared NORMAN S. DISNEY and RUTH B. DISNEY, 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 David Lisansky, President of the First National Building Loan and Savings Association of Baltimore City, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Witness my hand and notarial seal the day and year last above written.

(NOTARIAL SEAL) Philip E. Wolfe

Notary Public.

Filed January 13" 1940.

BOND.

EAGLE INDEMNITY COMPANY

KNOW ALL MEN BY THESE PRESENTS, That We, Philip E. Wolfe, as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N.Y. a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Dollars, current money to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 13th day of February, Nineteen Hundred and Forty,

WHEREAS, by virtue of a power of sale contained in a mortgage from Norman S. Disney and wife to First National Building Loan and Savings Association of Baltimore City, Inc. bearing date on or about the 1st day of August Nineteen Hundred and Thirty-nine the said Philip E. Wolfe, Attorney-named-in-mortgage, is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Philip E. Wolfe, Attorney-named-in-mortgage, is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Philip E. Wolfe, Attorney-named-in-mortgage, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Test: Philip E. Wolfe (SEAL)

Noah A. Hillman (CORPORATE SEAL) EAGLE INDEMNITY COMPANY

By Benjamin Michaelson

Attorney-in-fact.

Filed February 13" 1940

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of First National Building and Loan Association under the mortgage from Norman S. Disney and wife to First National Building and Loan Association dated the 27th day of July 1939, and recorded among the Land Records of Baltimore in Liber ___ No. ____ Folio _____

Amount due under Mortgage	$820.00
Interest from July 27 to February 13, 1940	28.70

First National Building Loan and Savings Association

By David Lisansky President.

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.

I HEREBY CERTIFY, that on this 21st day of February in the year nineteen hundred and forty, before me, the subscriber a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared David Lisansky, President of the First National Building and Loan Association 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.

(NOTARIAL SEAL) Philip E. Wolfe

Notary Public.

Filed February 21" 1940.

OPINION AND ORDER OF COURT

The mortgage foreclosure sale in this case fails, on numerous grounds, to meet the elementary requirements of equity, so that it is the Court's plain duty to sustain the exceptions to it.

The mere statement of the case supports this conclusion. The nominal mortgagors, Norman S. Disney and wife, never had any interest whatever in the mortgaged property or any part in the negotiations concerning it. The real party in interest was Mrs. Edith Mahr. She was the one whom the mortgagee's attorney recognized as the owner of the lots and to whom he paid the difference between the purchase price of the lots and the amount of the mortgage. The attorney's own testimony about this is:

"Q. Who did you consider in paying the money out the equitable and legal owner?

A. I thought Mr. Meade and Mrs. Mahr. I knew Mrs. Mahr had bought the lot because Mr. Everd told me that, but we did not give the matter very much thought".

Record-page 6.

"Q. You heard Mrs. Mahr testify that you gave her a check representing the difference between the purchase price of the lot and the amount of the mortgage?

A. Yes, that is true. That would be done in any case." Record -page 8.

Mrs. Mahr. in conjunction with the builder, William F. Meade (her brother-in-law), visited the office of the attorney for the Building Association (Philip E. Wolfe, Esq.)

and carried through the negotiations for the mortgage loan involved in this case. At an expense of some fifty dollars for title search, conveyancing, etc, she was granted a loan of eight hundred and twenty dollars for the strikingly short period of sixty days. Although she testified she protested against this the transaction was put through by the attorney for just that period. The explanation is that the building then being erected by Mr. Meade was to have been completed within that time and the mortgage paid off through a larger loan from another building association in an amount sufficient to take care of all claims against the building. The record shows that Mr. Meade did not concentrate on this particular building but was employed on several others, among them one or more under the direction of the said attorney himself. Mr. Meade's testimony on this point is shown by the following excerpt from it, interposed on the Court's inquiry while Mr. Wolfe was on the witness stand:

To Mr. Meade:

"Q. Did you or not receive any notification of default under the mortgage before the foreclosure, - prior to the day of sale?

A. No sir. When I was building a house for him (Mr. Wolfe) he asked me about the building at Ferndale. I had a man there and he was out to the house a couple of times. I never got any notice at all.

Q. Was any mention made to you of any foreclosure proceedings?

A. No sir.

Q. Was any mention made to you prior to the foreclosure sale of any payments to be made by you?

A. No sir. I did not hear anything about anything".

The sixty days term of the mortgage expired and then without notice of any kind to any of the parties in interest, except, according to the attorney, "not once but twenty times" verbal notices to Meade, (which he emphatically denies), the foreclosure proceedings were gotten under way and the sale held on February 13, 1940.

According to the advertisement, five lots of ground in "Ferndale Farms" improved by a "two story, frame, shingle cottage with electricity and water" were offered, and the terms of sale called for a deposit of $250.00 at the time of sale. The purchaser was David Lisansky, the President of the mortgagee Building Association, who bought the property in his own name at the purchase price of six hundred dollars.

The only testimony as to the value of this entire property was offered on behalf of the exceptants through Louis J. deAlba and Robert C. Ward, both of whom were shown to be competent witnesses. Their valuation stands in the record at twenty-one hundred and fifty dollars as its fair market value "not looking to a forced sale". That testimony is all the Court has before it as to valuation.

If that were the sole basis of the exceptions, this inadequacy of price might be overlooked for, under the authorities, mere inadequacy of price, unless indicating fraud or misconduct, will not justify vacation of a mortgage foreclosure sale.

Lewis vs. Beall, 162 Md., 18;
Weber vs. Merowitz, 160 Md., 674;
Holton Park Co. vs. Gary, 133 Md., 509.

However, in the pending proceeding the controlling principle of equity is that set

forth in the case of Kres vs. Hornstein, 161 Md., 1, where the Court quoted with approval the following language of Tiffany on Real property (2nd Edition, 2724);

"The fact that the property is sold at an inadequate price does not, of itself, invalidate a sale but in case of very great disparity in this respect the Court will be astute in extracting from the facts of the case sufficient to justify it in annuling the sale by reason of mistake, surprise, inadvertence or unfair conduct". "Failure to conduct a sale in such manner as to secure the highest possible price for the property will usually be regarded as ground for setting aside the sale. "

The facts of the pending case speak for themselves and do not require the Court to be "astute" in extracting from them the elements which would justify a Court of Equity in annuling the sale.

While the statute expressly gives to the mortgagee the right to buy at its own sale (and this would apply even more fully to an officer of the corporation in his individual capacity), it is most important to bear in mind the condition which always attaches to this right, namely, that a sale to a mortgagee "will be scrutinized with the utmost care and will be avoided upon the slightest evidence of partiality, unfairness, or a want of the strictest good faith."

Heighe vs. Evans, 164 Md., 270.

A summary of the facts of the pending case shows non-compliance with the principles prescribed by all the authorities: The shortness of the time of the mortgage over the protest of the real party in interest (Mrs, Mahr); the indirectness of the procedure in dealing with her; the failure to give her or the nominal mortgagors (Mr. and Mrs. Disney) any notice whatsoever of the threatened foreclosure proceedings or notice of the sale, so that they might, at least, be prepared to attend the sale or protect their interests through competitive bidding; the failure to take into account any lien claimants, although the building was known to be in an uncompleted state at the time of the mortgage; the purchase of this new property by the President of the mortgagee Association at a price less than one-third of its fairly appraised value.

As stated in the opinion by Judge Offutt in the case of Long vs. Worden, 148 Md., 115, "it is not necessary for us to decide in this case whether any one of these considerations, standing alone, would have been sufficient to justify the Court in setting aside the sale, because here the conclusion that the sale should be set aside rests upon all of them."

From the record in the pending case it is reasonable to assume that these five lots, improved by a new two story cottage, in the Ferndale-Garland section of Anne Arundel County, can be sold for considerably more than six hundred dollars if all the parties in interest co-operate in promoting the sale.

To allow the President of the mortgagee coporation to hold this property, under existing conditions, to the substantial disadvantage of the equitable owner and lien claimants, would be to defeat the ends of equity. On the other hand, these ends would undoubtedly be served if a re-sale were held, after full notice to all parties in interest. The exceptions to the sale will accordingly be sustained.

Ridgely P. Melvin, Judge.

It is hereby ORDERED ninth day of July, 1940, by the Circuit Court for Anne Arundel County, in Equity that the exceptions to the ratification of the sale reported by Philip E. Wolfe, Attorney named in the mortgage filed in these proceedings, be, and the said exceptions are hereby, sustained,

It is hereby further ORDERED that the mortgaged property be re-sold at the risk of the purchaser, David Lisansky, the costs of these proceedings to be charged against the property.

Ridgely P. Melvin, Judge.

Filed July 9" 1940.

REPORT OF SALE. Final order of Ratification Sept. 19" 1940

To the Honorable, the Judges of said Court:

The Report of Sale of Philip E. Wolfe, Attorney named in the mortgage, respectfully shows:

1 That he is the attorney named in the mortgage dated August 1, 1939, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 202, folio 433, from Norman S. Disney and wife to First National Building Loan and Savings Association of Baltimore City and as such thereby authorized in case of default to sell the property thereby mortgaged; the mortgage having been previously filed herein, which is prayed to be taken as a part of this Report of Sale.

11 That there was a default in the mortgage, that the attorney named therein filed his bond, and sold said property but that the same was ordered resold by virtue of a Decree of this Honorable Court dated July 9th, 1940.

111 That in accordance with the terms of the mortgage, by request of the mortgagee, and under and by virtue of the power of sale contained in said mortgage, he did, after giving notice in accordance with the terms of the mortgage, and otherwise, attend the public auction on the premises at Ferndale Farms, on Tuesday, August 13th, 1940, at 10:30 a.m. and there in the presence of a number of persons did sell the property described on the handbill, made a part of this Report of Sale, to David Lisansky for the sum of Eleven hundred Dollars ($1100.00), he being then and there the highest bidder therefor.
Said property being known as lots No. 688, 689, 690, 691 and 692 of Section "C" of Ferndale Farms.

IV That the terms of sale as advertised were as shown on the handbill attached hereto, together with the certificate of the purchaser and the auctioneer.

Respectfully submitted

Philip E. Wolfe

Attorney named in mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby Certify, That on this 1st day of August, 1940, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Philip E. Wolfe, Attorney named in 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 reported was fairly made.

As Witness my hand and Seal Notarial.

(NOTARIAL SEAL)

Rebecca Clatanoff

Notary Public

Advertisement of Sale

Thomas O. Gott, Auctioneer Noah A. Hillman, Solicitor Annapolis, Maryland.

PUBLIC SALE of valuable improved FEE SIMPLE PROPERTY situate in the Fifth District of Anne Arundel County, Md.

Under and by virtue of a decree of the Circuit Court of Anne Arundel County, dated July 9, 1940, in Equity No. 7938, and by request of the mortgagee and under and by virtue of the power of sale contained in the mortgage to said mortgagee, from Norman S. Disney and wife, dated August 1st, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 202, folio 433, etc., default having occurred in said mortgage, --- I will offer for sale at public auction on the premises, on Tuesday, August 13, '40 at 10:30 A.M. The property in said mortgage described, the same being the following:

All of those lots of ground being known as lots Nos. 688, 689, 690, 691 and 692, in Section "C", as shown on the plat of Ferndale Farms, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, folio 234; the lots being located at the northwest corner of Baltimore and Welham avenues. Being the same property which was conveyed to the said Norman S. Disney and wife by Stephen J.Everd and wife, August 1st, 1939, and recorded in Liber J.H.H. No. 202, folio 432, etc. Said lots being improved by a 2-story frame, shingle cottage, with electricity and water.

TERMS OF SALE: A deposit of $250.00 will be required of the purchaser at time of sale and the balance of the purchase money, with interest thereon at 6 per cent per annum to be paid in cash, upon final ratification of the sale. All expenses, insurance, taxes, public liens of any kind to be adjusted to the date of the sale.

Philip E. Wolfe,
Attorney Named in Mortgage.

August 13th, 1940

This is to certify that I have this day purchased the property described on this handbill, at public auction, at and for the sum of Eleven Hundred Dollars, $1100.00, and agree to abide by the terms of sale.

Witness: Noah A. Hillman David Lisansky, Purchaser.

This is to certify that I have this 13th day of August, 1940, sold the property described on this handbill to David Lisansky, at and for the sum of Eleven Hundred Dollars, $1100.00, he being at said auction, the highest bidder.

Witness: Noah A. Hillman Thomas O. Gott, Auctioneer.

ORDER NISI.

Ordered, this 14th day of August, 1940, That the sale of the property mentioned in these proceedings made and reported by Philip E. Wolfe, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of September next.

The report states that the amount of sales to be $1100.00

John H. Hopkins, 3rd., Clerk.

CERTIFICATE OF PUBLICATION ____

ORDERED BY THE COURT, This 19th day of Sept. 1940 that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin Judge

Filed Sept. 19" 1940

ORDER OF DISMISSAL

Mr. Clerk:

Kindly dismiss the petition of George J. Lochner, Trustee, in bankruptcy, of the estate of Henry D. Dunn, the said petition and order thereunder having been fully paid and satisfied.

Wm. B. Sinsky

Atty. for George J. Lochner, Trustee
in Bankruptcy of Estate of Henry D. Dunn.

Filed Sept. 11" 1944.

AUDITOR'S SECOND REPORT AND ACCOUNT.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. September 16, 1944.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Philip E. Wolfe, Attorney named in Mortgage, vs. Norman S. Disney and Ruth B. Disney his wife, in ac. with Philip E. Wolfe, Attorney named in Mortgage.

To Attorney for fee	$ 50.00	$
To Attorney for commissions	62.21	112.21
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court - original costs	12.40	
Clerk of Court - additional costs - first exceptions	3.50	
Clerk of Court - additional costs -second exceptions	2.50	
R. C. Turner - Sheriff's Costs	.95	
Jos. C. Deegan - Sheriff's costs	3.00	

To	Auditor - stating first account	$ 9.00	$
	Auditor - stating this account	9.00	60.35
To	Attorney for Expenses, viz:		
	Capital-Gazette Press - advertising 1st sale	21.00	
	Capital-Gazette Press - advertising 2nd sale	21.00	
	Capital-Gazette Press - handbills, 1st sale	5.50	
	Capital-Gazette Press - handbills, 2nd sale	5.50	
	Capital-Gazette Press - Order Nisi, 1st sale	5.00	
	Capital-Gazette Press - Order nisi, 2nd sale	5.00	
	Capital-Gazette Press - " " 1st sale	5.00	
	Capital-Gazette Press - " " this acct.	5.00	
	Juliet D. Strahorn - stenographer	13.00	
	Thomas O. Gott - auctioneer's fee	10.00	
	Benj. Michaelson, Agent - bond premium	10.00	
	Benj. Michaelson, Agent - renewal premiums for years 1941, 1942, 1943 & 1944	40.00	
	Rebecca E. Clatanoff - notary fees	1.00	
	One-half Federal revenue stamps	.83	
	One-half State revenue stamps	.55	148.38
To	Attorney for Taxes, viz:		
	1940 State and County taxes ($43.32-adj.)		26.69
To	Attorney for Benefit Charges, viz:		
	Anne Arundel County Sanitary Commission- 1940 water & sewer benefit charge		17.05
To	First National Building, Loan & Savings Association of Baltimore City, mortgagee- this balance on account mortgage claim		740.56
			$1,105.24
	Amount of mortgage claim filed	848.70	
	Interest from 2/13/40 to 8/13/40	24.60	
		873.30	
	Cr. Amount allowed as above	740.56	
	Balance subject to decree in personam	132.74	
Cr.	Aug. 13, 1940 Proceeds of Sale	1,100.00	
	Interest on deferred payment	5.24	1,105.24
			$1,105.24

ORDER NISI.

ORDERED, This 2" day of October, 1944, That the Second Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 3rd., day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once

in each of three successive weeks before the 3rd day of November next.

John H. Hopkins, 3rd., Clerk.

CERTIFICATE OF PUBLICATION _____

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this __ day of ___, 19__, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Filed Oct. 2" 1944

In The Matter Of The Adoption	:	No. 8047 Equity
of	:	In the Circuit Court for
Josephine Hurd, an infant	:	Anne Arundel County.

PETITION TO ADOPT CHILD

To the Honorable, The Judges of said Court:

The petition of Mary Fisher, John Edward Thompson and Jessie Elizabeth Thompson, his wife, respectfully shows:

1. That Josephine Hurd is an infant now twelve (12) years old.

2. That she was born out of wedlock to the petitioner, Mary Fisher.

3. That the father of said infant has not been seen or heard from since the said child was about ten months old, that he has refused to recognize the child, and has never contributed to the support of the child, and his whereabouts are unknown to the petitioners.

4. That the said Mary Fisher is now married to a person who is not the father of said infant, and she and her husband have four other children of their own, and her husband is unwilling for her to keep and maintain the said Josephine Hurd, and she is without means to properly or at all support the said Josephine Hurd or to provide a proper home or environment for her.

5. That the petitioners, John Edward Thompson and Jessie Elizabeth Thompson, his wife, desire to adopt the said Josephine Hurd as their own child in law.

6. That the said John Edward Thompson and Jessie Elizabeth Thompson, his wife, reside in Washington, District of Columbia, where they live in a comfortable home, with ample space and provision for the said Josephine Hurd. That he is steadily employed at the Valley Vista Apartments as an interior decorator, and he has an income of about $180.00 a month.

That he and his wife have no children of their own, and are anxious to have the said infant as their own child in law, and are willing and able to provide proper support and maintenance and environment for her, and adoption of said infant by them would be for the best interest and advantages of the said infant. That the said John Edward Thompson and Jessie Elizabeth Thompson are about middle age and in good physical health, and of good moral character. That the said Josephine Hurd is willing and anxious to be adopted as the child of the said John Edward Thompson and Jessie Elizabeth Thompson, his wife; and the said Mary Fisher also is anxious and willing that they should adopt the said child.

7. That the said child is now in the custody of the said Mary Fisher, and both of them reside in Anne Arundel County, Maryland.

8. That all of the petitioners desire that the name of the said infant, if adopted as aforesaid, shall be in law Josephine Elizabeth Thompson.

TO THE END THEREFORE:

1. That Josephine Hurd be made in law the adopted child of John Edward Thompson and Jessie Elizabeth Thompson, his wife, by decree of this Court.

2. That the name of said adopted child shall be made Josephine Elizabeth Thompson, by decree of this Court.

3. And such other and further relief as the nature of the case may require.

And as in duty bound, etc.

Mary T. Fischer
John Edward Thompson
Jessie Elizabeth Thompson
Emanuel Klawans, Solicitor.

State of Maryland, Anne Arundel County, Sct.

I hereby certify, that on this 10th day of July, 1940, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Mary Fisher John Edward Thompson, and Jessie Elizabeth Thompson, 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 bona-fide as therein stated, to the best of their information, knowledge and belief.

Witness my hand and notarial seal.

(NOTARIAL SEAL) Rebecca Clatanoff
Notary Public.

Filed July 11" 1940.

Upon the petition and affidavit filed in the above titled cause, and the assent of the mother of the infant hereinafter named, it is this 15th day of July, 1940, by the Circuit Court for Anne Arundel County sitting in Equity, Adjudged, Ordered, and Decreed that Josephine Hurd, infant, be and she is hereby made and declared in law to be the adopted child of John Edward Thompson and Jessie Elizabeth Thompson, his wife. And it is further Adjudged, Ordered, and Decreed that the name of said adopted child shall be in law, from this date, Josephine Elizabeth Thompson. And it is further Adjudged, Ordered, and Decreed that the petitioners pay the costs of these proceedings.

Ridgely P. Melvin, A.J.

Filed July 15" 1940.

Joseph D. Groh, Plaintiff	:	No. 8362 Equity.
vs.	:	In the Circuit Court for
A. Lee Lyon, et al. Defendants.	:	Anne Arundel County.

BILL OF COMPLAINT.

TO THE HONORABLE ,THE JUDGE OF SAID COURT:

YOUR ORATOR, JOSEPH D. GROH, respectfully shows unto your Honor:

1. THAT on or about the 18th day of June, 1926, Thomas E. Collison and Mary E. Collison sold to Walter R. Lyons and A. Lyons, his wife, a certain tract of land in the First Election District of Anne Arundel County known as "CLOVERLEA" as tenants by the entireties, and at the same time and to secure a part of the purchase price, took back from the said Walter R. Lyon and A. Lee Lyon his wife, a purchase money mortgage, recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 20, folio 419.

2. THAT the said purchasers of said land laid out the said land into Lots designated as Nos. 1, 2 and 3, on the Plat of "CLOVERLEA" made by Bachrach and Tapking, Civil Engineers, and recorded said Plats among the Land Records of Anne Arundel County in Plat Book F. S. R. No. 2, folio 12.

3. THAT on the 25th day of June 1926, the said Walter R. Lyon and A. Lee Lyon, did nominate, constitute and appoint one Edward T. Reisler to be their true, sufficient and lawful Attorney, to sell and otherwise dispose of the land aforesaid, mentioned as "CLOVERLEA" under a Power of Attorney duly recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 26, folio 113, and he filed herewith and as a part hereof a certified copy of Power of Attorney marked Plaintiff's Exhibit No. 1.

4. THAT on the 16th day of August 1926, the said Edward T. Reisler under said Power of Attorney, sold to your Orator Lots Nos. 1, 2 and 3 as laid out on the Plat of "CLOVERLEA" at and for the sum of $3,750.00 of which he paid $500.00 in cash and the balance to be paid in quarterly installments of $203.00 each until the whole amount thereof shall have been paid, and he files herewith and as a part hereof Sales Contract as Plaintiff's Exhibit No. 2

5. THAT Your Orator had previously purchased from the said Edward T. Reisler Lot No. 116 of the same tract, which was surrendered for a credit of $910.00 and applied to the payment under the Agreement filed herein as Exhibit No. 2. He continued to pay under said Agreement until the full purchase price was almost fully paid and then Walter R. Lyon died and A. Lee Lyon continued in ownership until 1933 when the mortgage mentioned in the first paragraph of this Bill was foreclosed and sold No. 6615 Equity, thereby creating a deficit of $1,249.96 At this time the said A. Lee Lyon and Edward T. Reisler had dissapeared and their whereabouts were unknown to Your Orator and he could not complete his payments, and he files herewith and as a part hereof a statement compiled by George B. Woelfel Attorney, which shown a balance due rightful heirs the sum of $269.27, including interest to November 22, 1941, as Plaintiff's Exhibit No. 3

6. THAT prior to the foreclosure sale as mentioned the said Mortgagees under said Mortgage and who are now both deceased, released by Deed of Partial Release under date the 11th day of November, 1930, Lots Nos. 1, 2, 3 and 7 on the Plat of "CLOVERLEA" the first three lots belong to Your Orator, and he files herewith and as a part hereof Plaintiff's Exhibit No. 4.

7. THAT Your Orator is very anxious to pay the balance of the purchase price on said lots, but the heirs or those who seem to be the owners, have refused to accept his money and give him a Deed, and would be most unfair to your Orator to declare the said Contract null and void under the circumstances.

8. THAT Your Orator files in this Honorable Court the sum of $300.00 payable to John H. Hopkins Clerk, as a guarantee of the balance of this purchase money and interest due on said Lots Nos. 1, 2 and 3 Plat of "CLOVERLEA", to be paid upon proper proof in this Honorable Court.

TO THE END, THEREFORE,

WHEREFORE, YOUR ORATOR PRAYS this Honorable Court to appoint a Trustee to convey to him by Deed the land in which he is entitled to by law or in Equity.

THAT Your Orator may have such other and further relief as his case may require.

MAY IT PLEASE YOUR HONOR to grant unto Your Orator the Writ of subpoena, directed to the said Emanuel E. Collison and May B. Collison of Ferndale, Maryland, Thomas E. Collison and Etta May Collison, his wife, John N. Collison and Susan Collison, his wife, Eva Carr Suite and James Fulton Suite of Mayo, Maryland, George K. Hardesty, widower, George K. C. Hardesty, Elizabeth M. Hardesty Vernon W. Hardesty and Virginia Hardesty, Suitland, Prince Georges County, Thomas K. Hardesty, Minor, Marilyn S. Hardesty, minor, Mayo, Maryland, % Eva Carr Suite, Edward T. Reiser, No. 23 South Street, Baltimore, Maryland, and A. Lee Lyon widow, No. 3501 Walbrook Avenue, Baltimore, Maryland, commanding them to be and appear in this Court at some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed.

AND AS IN DUTY BOUND etc.

Joseph D. Groh
Plaintiff.

Robert E. Kindred
Solicitor for Plaintiff

STATE OF MARYLAND ANNE ARUNDEL COUNTY TO WIT:

I HEREBY CERTIFY, that on this 29th day of May, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Joseph D. Groh, Plaintiff, and made oath in due form of law, that the matters and facts set forth in the within Bill of Complaint, are true to the best of his knowledge information and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Viola Kindred
Notary Public.

Filed June 2nd. 1942.

PLAINTIFF'S EXHIBIT No. 1.

KNOW ALL MEN BY THESE PRESENTS.

That we Walter R. Lyon and A. Lee Lyon, his wife, of the City of Baltimore, in the State of Maryland, do hereby nominate, constitute and appoint Edward T. Reisler of the said City and State, to be our true, sufficient and lawful attorney, for us and in our names, place and stead to sell, exchange, convey mortgage lease or in any other manner to dispose of charge and manage any and all of our property, both real and personal, situ-

ate in Anne Arundel County, State of Maryland, now belonging to us, or which we may hereafter acquire, or which our said attorney may acquire on our behalf, and especially our property situate on Rhoades River in said County, recently purchased by us from Thomas E. Collison and wife and for us and in our names and stead to execute and acknowledge, according to law, any and all conveyances and contracts which he may deem necessary and expedient or which may be required by law for the purpose of this power of attorney; also to collect all sums of money, including the principal and interest on any mortgages of property in said County, which we may hold, which may be or become due to us, or either of us, and to give receipts ---------- and releases therefor in our names; and to pay all taxes or assessments, levied or assessed on our property, real leasehold or of any other kind, and for us and in our names, place and stead to ask, demand and sue for, recover and receive all sums of money which may be due or become due to us from all persons and corporations whatsoever arising out of any transaction in connection with said property, and to give discharges therefor, to draw and accept drafts or bills of exchange in our names; to draw and sign all checks which in his judgment may be necessary for the transaction of our business, and to endorse all checke, drafts, notes or other instruments for the payment of money made payable to our orders in connection with said business; hereby giving and granting unto our said attorney full power and authority in and about the premises; and to use all due means and process in law for the full effectual and complete execution of the business aforesaid, and in our names to make and execute due acquitances and discharges and for the premises to appear and the person of us, the makers hereof, to represent before any governor, judge, justice, officer and minister of the law, whatsoever in any Court or Courts of jurisdiction and there on our behalf to prosecute, answer, defefend and reply to all actions causes, matters and things whatsoever, relating to the premises; also to submit any matters in dispute respecting the premises to arbitration or otherwise; with full power to make and substitute for the purpose aforesaid one or more attorneys under our said attorney, and the same again to revoke at pleasure and generally to say, do, act, transact, determine, accomplish, and finish all matters and things whatsoever relating to the premises, and for us and on our behalf to do any and all acts in matters of business, as fully, amply and effectually as we, the said makers thereof, if present could or might personally do (although the matters should require more especial authority than is herein comprised) we hereby ratifying, allowing and holding firm and valid all and whatsoever our said attorney or his substitute shall lawfully do or cause to be done in and about the premises by virtue of these presents.

Witness our hands and seals on this 25th day of June, nineteen hundred and twenty-six.

Test: Edwin L. Thompkins — Walter R. Lyon (SEAL)

Edwin L. Thompkins — A. Lee Lyon (SEAL)

State of Maryland, Baltimore City, to wit:

I Hereby Certify, that on this 25th day of June, in the year one thousand nine hundred and twenty-six, before me the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Walter R. Lyon and A.Lee Lyon, his wife, and acknowledged the aforegoing power of attorney to be their respective act.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) T. Worth Murphy

Notary Public.

Recorded July 1"1926,at 11 A.M.

State of Maryland, Anne Arundel County, Sct.:

I Hereby Certify that the aforegoing Power of Attorney was truly taken and copied from Liber W.M.B. No. 26, folio 113, 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 13th, day of May, A.D. 1942.

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

Filed June 2" 1942.

PLAINTIFF'S EXHIBIT No. 2.

SALES CONTRACT

CLOVERLEA, ANNE ARUNDEL CO., MD.

THIS AGREEMENT, made this 16th day of August, 1926, by EDWARD T. REISLER, Agent, hereinafter called the Vendor, and Joseph D. and Ethel M. Groh of the City of Pasadena, in the State of Maryland hereinafter called the Vendee.

WITNESSETH, That, subject to the terms and conditions hereinafter set forth, the said Vendor hereby agrees to sell, and the said Vendee hereby agrees to purchase those lots or parcels of ground known as Lots numbered One, Two & Three being a part of Cloverlea, Anne Arundel County, State of Maryland, as shown in a plat of Cloverlea prepared by Bachrach & Tapking, Civil Engineers, and recorded or intended to be recorded among the Land Records of Anne Arundel County, together with the improvements thereon, for the sum of Thirty-Seven Hundred and Fifty Dollars ($3750.00), of which amount the sum of Five Hundred Dollars ($500) has been paid upon the signing hereof, the receipt of which is hereby acknowledged, and the balance of said purchase price of Thirty-Two Hundred and Fifty Dollars ($3250.00) is to be paid by the Vendee in equal Quarterly installments of Two Hundred and Three Dollars ($203.00), on the 16th day of each and every Quarter thereafter, beginning November 16 1926, and continuing until the whole amount thereof shall have been paid, with interest at the rate of six per centum per annum from date hereof, such interest being due and payable semi-annually, and upon completion of said payments and interest taxes on said lots shall be adjusted as of the date of this contract, and the Vendor shall at its own expense execute and deliver a deed in fee simple, free and clear of all incumbrances, for said property, which said deed, as part of the consideration of this contract, and for said conveyance, shall contain the following covenants, numbered 1 to 8, which shall run with the land, to wit:

1. There shall not be erected, permitted, maintained, or operated upon the premises coverd by this agreement any brewery, distillery, malthouse, saloon, or other place or structure where intoxicating liquor is manufactured or sold; nor shall any noxious, dangerous, or offensive thing, trade or business whatsoever be permitted or maintained on said property; nor shall any horses, cattle, pigs or other live stock be kept thereon, nor shall any sign for advertising purposes be erected or placed thereon.

2. At no time shall the land agreed to be sold and purchased by this agreement, or

any part thereof, or any building erected thereon, be occupied by any negro, or person of negro extraction. This prohibition is not intended to include, however, the occupancy by a negro domestic servant, or other person, while employed on or about the premises by the owner or occupant thereof.

3. No building shall be erected, maintained, operated or used on the property hereby agreed to be sold and purchased for business purposes, except the written approval of the Vendor thereof shall be first had and obtained, to be evidenced by a proper deed or other instrument in writing, executed by the Vendor, approving, specifying and limiting the use to which such building or other structure may be put. and the business which may be conducted therein, and provided further, that the restrictions contained in Section 1 hereof shall in all cases be observed,and the Vendor shall have absolute and unrestricted discretion to grant or withhold its approval for any such use.

4. No building or any part thereof erected or maintained on said property shall be nearer to the front line of water front lots of said property than thirty feet, and twenty feet on all other lots, or nearer to the rear line than ten feet, nor within ten feet of the side lines of said lot, and in no case shall more than one dwelling and one garage be erected on any one lot of less than fifty feet front.

5. No dwelling, garage or other structure shall be commenced, erected, or maintained, until the plans and specifications shall have been submitted to and shall have been approved in writing by the Vendor, and the Vendor shall have the right to refuse or approve any such plans or specifications.

6. The plans for any sewerage or drainage system, designed to be used on the premises, shall be submitted in writing to the Vendor for approval, and such approval, when given, shall designate whether such is to be permanent or temporary. Septic tanks, approved by the State Board of Health of Maryland, and indoor chemical toilets will be approved as permanent systems.

7. The Vendor hereby expressly reserves an easement and right of way over the rear five feet of said lots for the purpose of any public or private improvement and for the maintenance of same.

8. It is exressly agreed that nothing herein contained shall constitute a dedication of any street, road, alley, or lane, and that reference thereto is for the purpose of description only, and the title to said streets, roads, alleys, and lanes is expressly reserved to the Vendor, and it is expressly agreed that the Vendee shall have no right to such streets, roads, alleys and lanes except that of ingress, egress and regress to and from the lots hereby purchased, and to and from the nearest public highway, same to be used in common.

IT IS FURTHER COVENANTED AND AGREED by both parties hereto that time shall be the essence of this contract, and if default be made by the Vendee in any of the payments of principal or interest as hereinbefore set forth, or shall any default in such payments continue for a period of ten days after due date, such default shall constitute a breach of this contract, on the part of the Vendee, his heirs or assigns, and the whole amount then unpaid and to be paid in later installments shall immediately become due and payable forthwith, and the Vendor, his successors and assigns, may at his or their option declare this

contract null and void, and all previous payments made by the Vendee shall be retained by the Vendor, his successors and assigns as liquidated damages and as rental for aforesaid lots.

AS WITNESS the hand and seal of said Vendee, and the signature of Edward T. Reisler, Agent, hereunto affixed the day and year first above written.

_____ (SEAL)

_____ (SEAL)

Approved this 11th day of Sept. 1926, by

Edward T. Reisler, Agent.

Filed June 2" 1942.

PLAINTIFF'S EXHIBIT No. 3.

Received from Joseph D. Groh contract dated 9/15/27 between Edward T. Reisler, Agent, and Joseph D. Groh of Pasadena, Maryland, for the sale of Lots Nos. 1, 2 and 3 "Clover-Lea" for the sum of $3750 of which $1500 was paid in cash and $910 given as credit for surrender of Lot No. 116, balance of purchase price to be paid in equal installments of $35 each, first payment beginning November 1st, 1927 $1340.00

The following checks	10/25/27	$35.00	
	12/1/27	35.00	
	12/29/27	35.00	
	2/1/28	35.00	
	3/2/28	35.00	
	4/1/28 missing	35.00	
Interest			40.20
			$1380.20
Less payments			210.00
			$1170.20
	4/4/28	35.00	
	6/4/28	35.00	
	7/7/28	35.00	
	8/3/28	35.00	
	9/3/28	35.00	
	10/6/28	35.00	
Interest			35.11
			1205.31
Less payments			210.00
			995.31
	11/10/28	35.00	
	12/3/28	35.00	
	1/4/29	35.00	
	2/8/29	35.00	
	3/2/29	35.00	
	4/9/29	35.00	
Interest paid on account 8/3/28			38.61
			956.70
Interest			28.70
			985.40

Brought forward			$985.40
Less payments			210.00
			775.40
	5/13/29	$35.00	
	6/14/29	35.00	
	7/13/29	35.00	
	8/10/29	35.00	
	9/11/29	35.00	
	10/14/29	35.00	
Interest			23.26
			798.66
Less payments			210.00
			588.66
	11/11/29	35.00	
	12/14/29	35.00	
	1/24/30	35.00	
	3/3/30 (For Feb)	35.00	
	3/3/30	35.00	
	4/19/30	35.00	
Interest			17.66
			606.32
Less payments			210.00
			396.32
	5/20/30	35.00	
	6/19/30	35.00	
	7/26/30	35.00	
	8/23/30	35.00	
	11/22/30	35.00	
	11/22/30	35.00	
Interest			10.89
			407.21
Less payment			210.00
			197.21
	11/22/30		35.00
			162.21
Interest 11/22/30 to 11/22/41 -11 yrs 66%			107.06
Balance as of 11/22/41			269.27

George B. Woelfel

Filed June 2" 1942.

PLAINTIFF'S EXHIBIT No. 4

This Deed of Partial Release made this 11th day of November 1930, by and between Thomas E. Collison and Mary E. Collison, his wife, of Anne Arundel County, State of Maryland, of the first part, hereinafter called "Releasors", and Walter R. Lyon and A.Lee Lyon,

his wife, of Baltimore City, State of Maryland, of the second part, hereinafter called "Releasees",

Whereas by a mortgage dated the 18th day of June, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 20, folio 419, the said Walter L.Lyon and A. Lee Lyon, his wife, conveyed to the above named Releasors the lots of ground, hereinafter mentioned, situate in the First Election District of Anne Arundel County, State of Maryland; and

Whereas, the said Releasees have applied to the said Releasors for a release of the said lots of ground hereinafter described from the lien of the aforesaid mortgage which release the said Releasors have agreed to execute.

Now, Therefore, This Deed of Partial Release Witnesseth:

That in consideration of the premises and the sum of sixteen hundred ($1600.00) Dollars the above named Releasors do hereby grant convey and release unto the said Releasees, their heirs and assigns.

All those lots of ground situate in the First Election District of Anne Arundel County, State of Maryland, designated as Numbers One (1), No. Two (2), Three (3), & Seven (7) on the plat of "Cloverlea" made by Bachrach and Tapking Civil Engineers, and recorded among the Land Records of Anne Arundel County in Plat Book F. S. R. No. 2, folio 32.

Being a part of the property which was conveyed to the said Walter R. Lyon and A. Lee Lyon his wife, by the said Thomas E. Collison and Mary E. Collison, his wife, by deed dated the 18th day of June, 1926, and recorded among the Land Records aforesaid, in Liber W.M.B. No. 20, folio 415; Free, Clear and discharged of the lien of the aforesaid mortgage and as fully as though the same had never been executed, the said Releasors retaining, however, the lien of said mortgage as to the remainder of the property therein described.

Witness the hands and seals of the said Releasors.

Test: Thomas E. Collison (SEAL)

Ruby W. Chaney. Mary E. Collison (SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 11th day of November, 1930, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared, Thomas E. Collison and Mary E. Collison, his wife, and acknowledged the aforegoing Deed to be their act.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Ruby W. Chaney

Notary Public

Recorded Dec. 18" 1930,at 3 P.M.

State of Maryland, Anne Arundel County, Set:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber F. S. R. 81, folio 478, 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 13th day of May, A.D. 1942.

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

Filed June 2" 1942.

ORDER TO TAKE TESTIMONY Oct. 14, 1942

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Defendants, Emanuel E. Collison, May B. Collison, Thomas E. Collison, Etta May Collison, John N. Collison and Susan Collison having been duly summoned to appear to the Bill of Complaint, and having failed to appear thereto and file their respective answers.

Robert E. Kindred, Solicitor.

IT IS THEREUPON, this 14th day of October, 1942, By the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that the Plaintiff is entitled to relief in the premises; but because it does not certainly appear to what relief the Plaintiff is entitled.

IT IS FURTHER adjudged and ordered that leave be granted to the Plaintiff to take testimony before any one of the standing Examiners of this Court, to support the allegations of the Bill.

Ridgely P. Melvin A.J.

Filed Oct. 14" 1942.

PETITION & ORDER.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE PLAINTIFF, by his Attorney, Robert E. Kindred, respectfully shows unto Your Honor:

WRITS OF SUBPOENA having been granted to the Plaintiff directed to the Defendants commanding them to be and appear in this Court at some certain day named therein to answer the premises and abide by and perform such decree as may be passed; and the said writs having been issued and returned non est upon two return days.

YOUR PETITIONER Robert E. Kindred Solicitor, therefore prays Your Honor to pass an order granting to the Plaintiff and Order of Publication to notify the said Defendants of the complaint filed against them.

AND AS IN DUTY BOUND etc.

Robert E. Kindred

Solicitor for Plaintiff.

ORDER.

UPON the aforegoing Petition, it is this 2nd day of Nov., 1942, Ordered that the said Defendants by notified by Order of Publication, commanding them to be and appear in this Court at some certain day to be named therein to answer the premises and abide by and perform such decree as may be passed.

Ridgely P. Melvin, A.J.

Filed Nov. 2" 1942.

PETITION AND DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Plaintiff in this case respectfully shows:

The Defendants, Emanuel E. Collison, May B. Collison, Thomas E. Collison, Etta May Collison, John N. Collison and Susan Collison having been duly summoned, to appear to the Bill of Complaint, and having failed to appear thereto, according to the Command of the said writ, the Plaintiff prays that the Bill of Complaint may be taken pro confesso against the said Defendants.

And as in duty bound, etc. Robert E. Kindred, Solicitor for Plaintiff.

IT IS THEREUPON this 2nd day of November, 1942, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed that said Bill of Complaint be, and the same is hereby taken pro confesso against said Defendants;

AND IT IS FURTHER ORDERED, that leave is hereby granted 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, A.J.

Filed Nov. 2" 1942.

ORDER OF PUBLICATION

THE objects of the Bill of Complaint in the above is to notify the Defendants above named of the complaint filed against them.

The Bill states that on the 16th day of August, 1926, the Plaintiff by an Agreement in writing purchased from Edward T. Reisler, Agent of the Defendants, Lots Nos. 1, 2 and 3, as laid out on the Plat of "CLOVERLEA" at and for the sum of $3,750.00 of which the full purchase price has been paid direct or deposited in this Court, and the Defendants refuse to carry out the said Agreement.

The Bill prays the Court to appoint a Trustee to convey to the Plaintiff by Deed the land which he is entitled to by law or in Equity and for such other and further relief as his case may require.

IT IS THEREUPON THIS 2" day of November, 1942, by the Circuit Court for Anna 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 four 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 19" 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

Annapolis, Md., December 14, 1942.

We hereby certify, that the annexed Order of Publication No. 8362 Equity - Joseph D. Groh vs. A. Lee Lyon, et al was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of December, 1942. The first insertion being made the 5 day of November, 1942.

The Capital-Gazette Press, Inc.

Filed Dec. 22" 1942

By Anne Bennett.

DECREE PRO CONFESSO.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff in this cause respectfully shows:

That the Defendants, A. Lee Lyon, widow, Eva Carr Suite, James Fulton Suite, George K. Hardesty, George K. C. Hardesty, Elizabeth M. Hardesty, Vernon W. Hardesty, Virginia Hardesty, Thomas K. Hardesty, Minor; Marilyn S. Hardesty, Minor and Edward T. Reisler, 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 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 IN DUTY BOUND, etc.

Robert E. Kindred

Solicitor for Plaintiff.

IT IS THEREUPON this 22nd day of December, 1942, BY THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY, ADJUDGED, ORDERED AND DECREED, that said BILL OF COMPLAINT, be, and the same is hereby taken PRO CONFESSO against said Defendants.

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.

PETITION & ORDER.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE PLAINTIFF in this case respectfully shows:

THAT the said Thomas K. Hardesty and Marilyn S. Hardesty the Defendants in said cause having been duly notified by Order of Publication to appear to the Bill of Complaint, but being infants they cannot answer and defend the suit for themselves.

YOUR PETITIONER therefore prays Your Honor to appoint a Guardian Ad Litem to appear and answer for said infants.

AND AS IN DUTY BOUND etc.

Robert E. Kindred

Solicitor for Plaintiff.

UPON THE AFOREGOING PETITION, IT IS THIS 23 day of February, 1943, by the Circuit Court for Anne Arundel County in Equity, ORDERED that Noah A. Hillman, be and he is hereby appointed Guardian ad Litem to file an Answer for Thomas K. Hardesty and Marilyn S. Hardesty, infant defendants.

Ridgely P. Melvin, C.J.

Filed Feby. 23" 1943.

ANSWER of INFANT DEFDTS.

THE Joint and several answer of Thomas K. Hardesty and Marilyn S. Hardesty, Defendants in this cause to the Bill of Complaint filed against them in this Court exhibited.

These Defendants being infants cannot admit any of the matters and things in said Bill alleged and submit their rights thereunder to the protection of this Court.

AND AS IN DUTY BOUND etc.

Noah A. Hillman

Guardian ad litem for Defendants.

Filed March 2" 1943.

Testimony and 8 Exhibits on behalf of Plaintiff, April 6th, 1943.

PRESENT:-

Mr. Robert E. Kindred, Solicitor for Plaintiff.
Mr. John S. Strahorn, Examiner.
Juliet D. Strahorn, Court Stenographer.
Decree Pro Confesso against all Defendants.
Answer filed by Guardian ad Litem on behalf of two infants.

WITNESSES: Joseph D. Groh, ---------- 2 to 6
George B. Woelfel, ---------- 7 to 9
Morris Albert, ---------- 10 to 12

Joseph D. Groh, the Plaintiff, being first duly sworn, deposes and says:
(Kindred)

1. Please state your name, residence and occupation?

A. Joseph D. Groh, Pasadena, Anne Arundel County, Md.; contractor and builder.

2. You are the Plaintiff in this case?

A. Yes.

3. A. Lee Lyon and others are defendants?

A. That's correct.

4. This case is No. 8362 Equity?

A. Yes.

5. On or about the 18th of June, 1926 you purchased some lots at Cloverlea on Rhode River, Anne Arundel County, Maryland?

A. Yes, lots 1-2-3 on the Plat of Cloverlea recorded in Plat Book F.S.R. No. 2, folio 12 of Anne Arundel County.

6. I wish you would state just how you came to purchase these three lots?

A. I started from the fellow, Wheatley Ward, a fish man, "Fish Hawk" of Mayo, salesman for fish, and he was talking to me about some land down there, sort of a salesmen for Reisler. I became interested and went down to look at it, and Mr. Reisler came to see me and he and I went down there and I purchased these three lots and I made a deposit, I have forgotten the exact amount, and he and I were talking, after I bought the lots, talking about building a little house on one of the back lots, said he could sell it if I built it, if could not sell it by Fall he would take the little house as part payment on the lots which I bought. He did not sell it and he gave me credit for part payment on the lots. Then there was another Contract drawn up at that time when he allowed me the price of the house on the lots (I gave that to Mr. Woelfel) then I got it down to $105. This fellow Reisler was the Agent at that time.

7. -------Offered and filed the first Contract which is Exhibit No. 2 with the Bill, now marked Exam. Exh. B.

I show you this Exhibit 2 with the Bill now marked Exam. Exh. B, state to the Court just what this is, if you know?

A. This was the first Agreement I made with Mr. Reisler with regards to the Contract I had for the purchase of the three lots.

8. Who was Mr. Reisler?

A. He was Edward T. Reisler, Agent, I understand, for Walter R. Lyon and A. Lee Lyon, his wife, of Washington, D. C. I did not know Mr. Lyon had anything to do with it at the time, I thought Mr. Reisler at that time was owner of the ground, I knew he was Agent and I was dealing through him, this is the first agreement or contract we had.

9. In this Contract what were the lots known as?

A. Lots 1-2-3 being part of Cloverlea, according to the Plat referred to.

10. What was the purchase price?

A. $3750, I paid $500 down.

11. Your Contract was to pay quarterly installments of $203?

A. Yes.

----------Offered in evidence Plaintiff's Exhibit 1 with the Bill now filed as Pltffs. Exam. Exh. A

Will you look at this Examiner's Exhibit A and state what that is, if you know?

A. This is a Power of Attorney from Walter R. Lyon and A. Lee Lyon, his wife, to Edward T. Reisler, giving him the right to sell real estate at Cloverlea.

12. Was this Power of Attorney recorded here in the Court?

A. Yes, it was recorded July 1st, 1926 in Liber W.M.B. No. 26, folio 113.

13. What is the date of the Contract you made with Edward T. Reisler?

Refer to Examiner's Exh. B.

A. 16th day of August, 1926.

14. You later discovered that this property was owned by Walter R. Lyon and A. Lee Lyon his wife?

A. That's right.

15. Did you continue to make payments to Mr. and Mrs. Lyon under your Contract of Sale?

A. I had paid up all money according to the Second Contract within $105 to Mr. Reisler, and when I mailed my check for the one payment I told him to prepare the deed and when he got the deed prepared I would bring him down the balance of the money and get my deed; he received my letter but he never got in touch with me and I waited several months, finally I saw Mr. Ward and questioned him and he told me Mr. Reisler had died, and Mr. Winson Gott was straightening up his accounts, and I went to see Mr. Gott and he was to get things straightened out and before I got back again Mr. Gott had died.

16. Can you fix that time, about,- the year?

A. I think it was 1930.

17. Then what happened from 1930 on to date regarding payments on your Contract?

A. From 1930 when Mr. Gott died then I was lost again I did not know who to see. Mr. Ward told me to see Mr. Lyon and I wrote him and his wife wrote me and told me Mr. Lyon had died so I was lost again. Later on some one told me Mr. Charles F. Lee had it in charge, I went to see him and he told me to go see Mr. Carlson, and Carlson and his wife both had died, that was quite a while after. Then I went down to Cloverlea several times after that, on one occasion I saw one of the sons and he told me another brother had it in charge and gave me his address and I wrote to him but he never replied.

18. In the meantime did you pay taxes on these lots?

A. I paid all the taxes up to this date?

19. Were these lots assessed in your name on the tax records of Anne Arundel County,Md.

A. This property is assessed in the name of Thomas E. Collison in care of George B. Woelfel, Trustee, under Contract Joseph Groh.

20. Then you have paid taxes on this property up to and including the year 1942?

A. That's right.

21. You allege in your Bill of Complaint that you had previously purchased from Edward T. Reisler Lot No. 116 of the same tract which was surrendered to Mr. Reisler for a credit of $910?

A. Yes, after I had built a house on it.

22. How much do you owe for this land at this time?

A. $269.27 including interest to November 22nd. 1941.

23. Have you filed in this Court a deposit of money?

A. I have, $300.

24. When was that filed?

A. June 2nd, 1942.

----Receipt of Clerk offered and filed as Pltffs. Exam. Exh. E.

25. This is to go to the original owners for the balance due under the Contract?

A. That's right.

26. Have you taken possession of these lots as mentioned, and claimed ownership from the date of your Contract, August 16th, 1926?

A. I have.

27. Have you been disturbed by any one during that time in your possession of it?

A. No.

28. ---Offered in evidence and filed as Pltffs. Exam. Exh. C

Will you look at this Exam. Exh. C and state what that is?

A. This is a statement of receipts, showing the payments I have made since the signing of the second Contract.

29. How much do you say you owe on this Contract?

A. $269.27 including interest.

30. You stand ready and willing to pay to the original owners of these lots the balance due?

A. I do.

31. Have you ever received a deed for this property?

A. I have never

32. You are asking in this case to have a Trustee appointed by the Court to have the lots conveyed to you and your wife?

A. I am.

(Woelfel)

33. As I understand the matter, Mr. Groh you first agreed to buy lots 1-2-3 for $3750, you paid a deposit of $500 leaving a balance of $3250, that was the Contract dated 16th August, 1926, that has already been filed in this case as Exam. Exh. B?

A. That's right.

34. Then you agreed to buy from Mr. and Mrs. Lyon, through Edward T. Reisler the same lots under a subsequent contract dated September 15th, 1927. In that the purchase price was the same and there was $1500 paid in cash, and $910 additionasl as a credit for surrendering of Lot 116 and improvements thereon, and that was the lot of ground which you improved and which Mr. Reisler was to sell for you, which you in turn gave him, so that you owed a balance of $1340, which was to be paid at the rate of $35 per month?

A. That's right.

---Second Contract offered and filed as Pltffs. Exam. Exh. F

35. You continued to make those payments of $35 a month according to the statement Exhibit C filed herein whereby it shows that a balance of $269.27 is left due, including interest?

A. Yes.

36. And these checks I show you are your cancelled checks representing your payments?

A. Yes.

37. Do you desire to file these checks in the case or would you rather that I continue to hold them to be disclosed to the Court if necessary?
A. I think that would be best that you hold the checks and, if necessary, later to present them to the Court.
38. Why did you not finish paying the balance on these lots?

A. I have not been able to find any one who could give me a deed.

39. If a Trustee is appointed by this Court, how do you wish the deed drawn?

A. To Joseph D. Groh and Ethel M. Groh as tenants by the entireties so the property will go to the Survivor.

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

A. Nothing more.

Jos. D. Groh

George B. Woelfel, a witness of lawful age, being first duly sworn, deposes and says:-
(Kindred)

1. State your name, residence and occupation?

A. George B. Woelfel, 13 School St., Annapolis, Md.; Attorney-at-Law

2. Are you a member of the Bar of Anne Arundel County Court?

A. I have been a member of the Bar of Anne Arundel County for the past 19 years.

3. Do you know the Plaintiff, Joseph D. Groh?

A. Yes, I first met the Plaintiff, I think it was last year when he came to my office and told me that he had purchased these lots and desired to get title for the same. I immediately went to the Record office and discovered that Thomas E. Collison and Mary E. Collison had conveyed a tract of land located in the First Election District of Anne Arundel County, known as Overlea, which was sub-divided, and of which these three lots 1-2-3 became a part and parcel, to Walter R. Lyon and A. Lee Lyon, said deed being recorded among the Land Records of Anne Arundel County in Liber W.M.B. 20, folio 415, said deed dated June 18th, 1926, a certified copy of the said deed is offered here and filed as Examiner's Exhibit G. On the same day Walter R. Lyon and wife executed to Thomas E. Collison and Mary E. Collison, his wife, a purchase price mortgage for the sum of $15,000 to secure the payment of the purchase price.
A certified copy of said mortgage is filed herewith and now marked Pltffs.Exam.Exh. H. Walter R. Lyon and his wife on the 25th of June, 1926 executed a Power of Attorney to Edward T. Reisler, said Power of Attorney having been heretofore filed herein as Exam. Exh. A. I then discovered that on November 11th, 1930 Thomas E. Collison and Mary E. Collison, his wife, executed a~~s~~ a Partial Release of said mortgage, omitting lots 1-2-3-7, so that the mortgagees had no further interest in those lots. I then examined the Contract of Joseph D. Groh and discovered that Mr. Groh had a good and valid Contract, but I ascertained that Mr. Lyon had died and his wife had moved to Baltimore at an address that we could not ascertain; and that Reisler, in the meantime, had disappeared. I then found that this mortgage had been foreclosed on the entire tract of Overlea but that it omitted in the sale Lots 1-2-3 which were under Contract to Mr. Groh, and which had been release_ from the mortgage. I also saw that there was a deficiency in the mortgage, but the records disclose that the Attorney who foreclosed the mortgage failed to get a Decree in personam,

and that more than three years have elapsed and, under the Statute no Decree can now be procured, so that the Collisons have no interest in this property, in my judgment, in any way, manner, shape or form. Having frequently represented the Collisons, I had them to come in to my office and so informed them. Nevertheless, two of the boys, John and Emanuel, sons of Thomas E. Collison and Mary E. Collison, both of whom are deceased, seemed to have an idea that they had some interest in the property and I should represent them. Whereupon, I told them that rather than have any ill feelings in the matter on either side I would drop out of the case and they should employ counsel. To date they have employed no new counsel nor had my appearance ever been entered for them in this case, consequently I can see no reason why Mr. Groh should not be entitled to his deed upon payment of the balance of the purchase price.

4. While you were representing Collison's heirs did you prepare for Mr. Groh a statement covering this transaction of the sale of these lots?

A. That's correct. That statement was prepared by me from the checks and vouchers given me by Mr. Groh, which I have in my possession and just exhibited to the Examiner, and the statement is filed herein Exam. Exh. C.

5. Did you make a further search among the Tax records of Anne Arundel County regarding who this property was assessed to?

A. This property was assessed in the name of Thomas E. Collison, in care of George B. Woelfel, Trustee, School Street, Annapolis, Maryland, Lots 1-2-3 Cloverlea under Contract Joseph Groh, as shown by the tax bills here. I may add for the purpose of the record that when I partitioned Cloverlea among the heirs of Collison, after the death of Thomas E. Collison and Mary Collison, that lots 1-2-3 were not in the partition because they had been released from the operation effect of the mortgage and did not belong to the Collison estate.

6. Why was not Ethel M. Groh, wife of Joseph D. Groh, made a party to this proceeding?

A. At the time the Contract was shown me, only the second Contract was shown me, and that Contract is in the name of Joseph D. Groh and signed by him alone. The first Contract which I saw today is in the name of Joseph D. Groh and Ethel M. Groh in the body of the Contract but it has never been signed.

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

A. No.

George B. Woelfel

Morris Albert, a witness of lawful age, being first duly sworn, deposes and says:-

(Kindred)

1. State your name, residence and occupation?

A. Morris Albert, Attorney at Law, 357 Calvert Bldg., Baltimore, Md.

2. How long have you been engaged in the Law practice?

A. I have been a member of the Baltimore Bar for sixteen years, and have examined titles for the past 19 years.

3. Do you make a specialty of title work in your practice?

A. I do nothing but title work.

4. Are you an expert in your work?

A. I am considered so. I was examining titles for the Maryland Title Company for six years, 1924 to 1930, and from 1930 to the present time I have been examining titles on my own for other attorneys.

5. As an expert have you looked into and examined titles to these lots 1-2-3 of Cloverlea in 1st District Anne Arundel County, Md.?

A. I have.

6. What is the status of the title as you have determined from the record?

A. I find the title to Lots 1-2-3 on the Plat of Cloverlea, vested in A. Lee Lyon, subject, however, to an unrecorded Contract of Sale executed by Edward T. Reisler, under Power of Attorney dated June 25th, 1926 which is recorded among the Land Records of Anne Arundel County in Liber W.M.B. 26, folio 113, to Joseph T. Groh. I find Joseph D. Groh is the holder of the Equitable title and A. Lee Lyon, widow, the legal holder of the title. Having examined the title, in going through this Equity proceeding, I find this in the Bill of Complaint, in this Equity case 8362 Eq. I find the title to be good and marketable as vested in the above named parties. The particular lots under discussion here were originally subject to a mortgage executed by Walter R. Lyon and A. Lee Lyon, his wife, to Thomas E. and Mary E. Collison, his wife, dated June 18th, 1926 recorded among the Land Records of Anne Arundel County in W. M. B. No. 20, folio 419. I find that on November 11th, 1930 by a Partial Release duly recorded among the Land Records aforesaid in F.S.R. 81, Folio 478, same being Exam. Exh. D herewith, the said mortgagees partially released the lots 1-2-3-7 unto Walter R. Lyon and A. Lee Lyon, his wife, from the legal operation and effect of said mortgage. Title to these particular lots 1-2-3 at this time became vested in A. Lee Lyon, free and clear of said mortgage; subject, however, to the aforesaid Contract of Sale of Joseph D. Groh,- Pltffs. Exam. Exh. B and F.

Subsequent thereto the aforesaid mortgage was foreclosed, and the property covered by said mortgage was purchased by the heirs at law of Thomas E. Collison. Lots 1-2-3 were expressly excepted from this foreclosure proceeding, the Assignee under said mortgage never having had any interest whatsoever in the said Lots 1-2-3 of Cloverlea.

Examining this mortgage proceeding, No. 6615 Equity, I find a deficiency, in the Auditor's Account; that more than three years have elapsed since the Auditor's account has been filed and ratified, on the 1/17/34

The Auditor's account showed a deficiency of $1249.96 and was finally ratified on 12/1/36

That no Decree In Personam has ever been prayed and no Decree passed against these mortgagors.

7. In examining this title, and especially these proceedings, 8362, and the Bill of Complaint therein, who would you say would be the necessary parties to this proceeding?

A. In my opinion, the only parties necessary are Joseph D. Groh, A. Lee Lyon and Edward T. Reisler, all the rest of the parties designated in said Bill of Complaint as "Defendants" are not necessary parties to this particular proceeding.

8. Who would you say would be the rightful owner of the balance of the proceeds filed in this Court?

A. In my opinion, the proceeds should be turned over to A. Lee Lyon, widow of Walter R. Lyon, she is the actual holder of the legal title to said lots they having held title to the property as tenants by the entireties; subject to the Court costs being paid by her,

as due to the allegations in the Bill Mr. Groh has tried on numerous occasions to pay the balance due under said Contract, and to receive a deed for the property, but has never been able to accomplish said purpose except by filing these proceedings.

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

A. No.

Morris Albert.

There being no other witnesses present, no further testimony desired by the Plaintiff at this time, this testimony is now closed, and, at request of Plaintiff's Solicitor, is returned to the Court.

Witness my hand and seal this 16th day of April, 1943.

Jno. S. Strahorn (SEAL)

Examiner.

Filed April 16" 1943.

SALES CONTRACT CLOVERLEA, ANNE ARUNDEL CO., MD.

THIS AGREEMENT, made this 15th day of September, 1927, by EDWARD T. REISLER, Agent, hereinafter called the Vendor, and Joseph D. Groh of the City of Passadena, in the State of Maryland hereinafter called the Vendee.

WITNESSETH, That, subject to the terms and conditions hereinafter set forth, the said Vendor hereby agrees to sell, and the said Vendee hereby agrees to purchase those lots or parcels of ground known as Lots numbered One, Two and Three being a part of Cloverlea, Anne Arundel County, State of Maryland, as shown in a plat of Cloverlea prepared by Bachrach & Tapking, Civil Engineers, and recorded or intended to be recorded among the Land Records of Anne Arundel County, together with the improvements thereon, for the sum of Thirty-Seven Hundred & Fifty Dollars ($3750), of which amount the sum of 1500.00 Dollars ($1500.00) has been paid in cash, and $910.00 additional is given as credit for surrender of Lot #116 and improvements thereon upon the signing hereof, the receipt of which is hereby acknowledged, and the balance of said purchase price of Thirteen Hundred & Forty Dollars ($1340.00) is to be paid by the Vendee in equal monthly installments of Thirty-five 00/100 Dollars ($35.00), on the __ day of each and every month thereafter, beginning Nov. 1st. 1927, and continuing until the whole amount thereof shall have been paid, with interest at the rate of six per centum per annum from date hereof, such interest being due and payable semi-annually, and upon completion of said payments and interest taxes on said lots shall be adjusted as of the date of this contract, and the Vendor shall at its own expense execute and deliver a deed in fee simple, free and clear of all incumbrances, for said property, which said deed, as part of the consideration of this contract, and for said conveyance, shall contain the following covenants, numbered 1 to 8 which shall run with the land, to wit:

1. There shall not be erected, permitted, maintained, or operated upon the premises covered by this agreement any brewery, distillery, malthouse, saloon, or other place or structure where intoxicating liquor is manufactured or sold; nor shall any noxious, dangerous, or offensive thing, trade or business whatsoever be permitted or maintained on said property; nor shall any horses, cattle, pigs or other live stock be kept thereon, nor shall any sign for advertising purposes be erected or placed thereon.

2. At no time shall the land agreed to be sold and purchased by this agreement, or any

part hereof, or any building erected thereon, be occupied by any negro, or person of negro extraction. This prohibition is not intended to include, however, the occupancy by a negro domestic servant, or other person, while employed on or about the premises by the owner or occupant thereof.

3. No building shall be erected, maintained, operated or used on the property hereby agreed to be sold and purchased for business purposes, except the written approval of the Vendor thereof shall be first had and obtained, to be evidenced by a proper deed or other instrument in writing, executed by the Vendor, approving, specifying and limiting the use to which such building or other structure may be put, and the business which may be conducted therein, and provided further, that the restrictions contained in Section 1 hereof shall in all cases be observed, and the Vendor shall have absolute and unrestricted discretion to grant or withhold its approval for any such use.

4. No building or any part thereof erected or maintained on said property shall be nearer to the front line of water front lots of said property than thirty feet, and twenty feet on all other lots, or nearer to the rear line than ten feet, nor within ten feet of the side lines of said lot, and in no case shall more than one dwelling and one garage be erected on any one lot of less than fifty feet front.

5. No dwelling, garage or other structure shall be commenced, erected, or maintained, until the plans and specifications shall have been submitted to and shall have been approved in writing by the Vendor, and the Vendor shall have the right to refuse or approve any such plans or specifications.

6. The plans for any sewerage or drainage system, designed to be used on the premises, shall be submitted in writing to the Vendor for approval, and such approval, when given, shall designate whether such is to be permanent or temporary. Septic tanks, approved by the State Board of Health of Maryland, and indoor chemical toilets will be approved as permanent systems.

7. The Vendor hereby expressly reserves an easement and right of way over the rear five feet of said lots for the purpose of any public or private improvement and for the maintenance of same.

8. It is exressly agreed that nothing herein contained shall constitute a dedication of any street, road, alley or lane, and that reference thereto is for the purpose of description only, and the title to said streets, roads, alleys, and lanes is expressly reserved to the Vendor, and it is expressly agreed that the Vendee shall have no right to such streets, roads, alleys and lanes except that of ingress, egress and regress to and from the lots hereby purchased, and to and from the nearest public highway, same to be used in common.

IT IS FURTHER COVENANTED AND AGREED by both parties hereto that time shall be the essence of this contract, and if default be made by the Vendee in any of the payments of principal or interest as hereinbefore set forth, or shall any default in such payments continue for a period of ten days after due date, such default shall constitute a breach of this contract, on the part of the Vendee, his heirs or assigns, and the whole amount then unpaid and to be paid in later installments shall immediately become due and payable forthwith, and the Vendor, his successors and assigns, may at his or their option declare this contract null and void, and all previous payments made by the Vendee shall be retained

by the Vendor, his successors and assigns as liquidated damages and as rental for aforesaid lots.

AS WITNESS the hand and seal of said Vendee, and the signature of Edward T. Reisler, Agent, hereunto affixed the day and year first above written.

Approved this 15th day of September, 1927, by Joseph D. Groh, (SEAL)

Edward T. Reisler, Agent.

EXAMINER'S EXH. "G"

THIS DEED, made this 18th day of June, in the year one thousand nine hundred and twenty-six, by and between Thomas E. Collison and Mary E. Collison, his wife, of Anne Arundel County, State of Maryland, parties of the first part and Walter R. Lyon and A. Lee Lyon, his wife, of the same place, parties of the second part.

Witnesseth: That in consideration of the sum of Five Dollars, and other valuable consideration, this day paid the receipt whereof is hereby acknowledged the said parties of the first part do hereby grant and convey unto the said parties of the second part, as tenants by the entireties, the survivor of them, their assigns and the heirs and assigns, of the survivor in fee simple, all that tract or parcel of land situate in Anne Arundel County, State of Maryland, being part of the whole tract of land of the grantors herein, known as "Dutchman's Point Farm", and which, by a recent survey is described by metes and bounds as follows:

Beginning for the same at a stone standing on the edge of a creek called Cadles Creek said stone being a boundary of the tract of land sold by William H. Dawson to Charles Bias, and running thence down and binding on said Creek following the outlines of the whole tract of land conveyed to the grantors by the deed hereinafter referred to, the following courses and distances:

South nineteen degrees thirty minutes west one hundred and sixty five feet south thirty-two degrees fifteen minutes west one hundred and thirty-six and thirteen one-hundredths feet, north seventy-one degrees fifteen minutes west one hundred and sixty and eighty-eight one-hundredths feet, north sixty degrees fifteen minutes west one hundred and eighty-one and five-tenths feet, north eighty-six degrees fifteen minutes west seventy four and twenty-five one-hundredths feet, north fourteen degrees thirty minutes west sixty six feet north thirty-four degrees east fifty seven and seventy-five one hundredths feet north sixty degrees, thirty minutes east one hundred and seventy three and twenty-five one hundredths feet, north twenty-two degrees thirty minutes east one hundred and fifteen and fifty one-hundredths feet south seventy-eight degrees fifteen minutes west sixty-six feet to the southeast shore line of Rhodes River; thence along said River south forty-six degrees thirty minutes west two hundred and forty-seven and five tenths feet, south thirty-five degrees forty-five minutes west one hundred and sixty-two feet; thence leaving the outline of the said whole tract and the waters of said River, south thirty degrees eleven minutes east one hundred and ninety feet, more or less south forty two degrees five minutes west one hundred feet, north twenty nine degrees nineteen minutes west one hundred and eighty eight feet, more or less, to the waters of said River; thence still continuing along the waters of said River, south thirty-five and forty-five one-hundredths feet west one hundred and six and five-tenths feet, south forty-four degrees

forty-five minutes west one hundred and seven feet to the outline of the land conveyed by the said grantors to Marie H. Farnham by deed dated May 24, 1926, and recorded among the Land Records of Anne Arundel County prior hereto; thence binding on the outline of said lot conveyed to Farnham so as to exclude the same, the following courses and distances; south twenty-eight degrees four minutes east one hundred and seventy-eight feet, more or less, south forty degrees fifty-one minutes west one hundred feet, north twenty-eight degrees fifteen minutes west one hundred and seventy-seven feet, more or less, back to the River; thence still on the River the several courses and distances, as follows: south forty four degrees forty-five minutes west one hundred and twenty-three feet, south thirty-six degrees-forty-five minutes west one hundred and forty-eight and five-tenths feet south fifteen degrees west one hundred and fifteen and five-tenths feet south twenty four degrees thirty minutes west one hundred and ninety eight feet, south sixty-three degrees fifteen minutes east one hundred and thirty-two feet, south forty-five degrees fifteen minutes east seventy-four and twenty-five one-hundredths feet, south forty-one degrees fifteen minutes east two hundred and twenty-two and seventy-five one-hundredths feet south eighty-four degrees fifteen minutes east eighty-two and five-tenths feet, south twenty-four degrees fifteen minutes east one hundred and thirty-two feet, south sixty-three degrees forty-five minutes east two hundred and fifty feet more or less, thence leaving said River north sixty degrees east twelve hundred feet, more or less to intersect the north twenty-five and one-quarter degrees west one hundred and ninety-two and one-half perch line of said whole tract of the grantors, thence north twenty-five degrees fifteen minutes west and binding on said line nine hundred and forty-feet, more or less, to the line of the lot sold to Charles Bias; thence running with and binding on said line north eighty-eight degrees fifteen minutes west one hundred and five and six-tenths feet to the place of beginning. Containing forty acres of land more or less.

With the privileges, however, to the said grantees of a right of way to the Rhodes River over a small strip or parcel of ground of the remaining land of the said grantors adjoining the property hereby conveyed on the south which parcel is described as follows:

Beginning at the southernmost corner of the whole ground herein described and running thence binding on the north sixty degrees east twelve hundred foot line of said whole ground fifty feet; thence north twenty-four degrees forty minutes east, more or less, to the Rhode River, thence binding on said River twenty feet to the place of beginning.

Also, with the privilege of a right of way thirty feet wide, laid out along the north twenty five and one-half degrees west one hundred and ninety two and one-half perch line of the land conveyed to the said Thomas E. Collison and wife by the deed hereinafter referred to leading from the property hereby conveyed through the property known as "Beverly Beach", to the County Road leading through Mayo.

Being a portion of all that whole parcel or tract of land which was granted and conveyed by Katherine A. Steiner to the said Thomas E. Collison and Mary E. Collison, his wife by deed dated July July 1, 1910, and recorded among the land records of Anne Arundel County in Liber G.W. No. 77, folio 130.

Together with the buildings and improvements thereupon, and the rights, alleys, ways,

waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

To Have and To Hold the said lot of ground and premises unto and to the use of the said Walter R. Lyon and A. Lee Lyon, his wife, as tenants by the entireties, the survivor of them, their assigns and the heirs and assigns, of the survivor, in fee simple.

And the said parties of the first part covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of said land as may be requisite.

Witness the hands and seals of the said grantors.

Test: Thomas E. Collison (SEAL)

Ruby W. Chaney Mary E. Collison (SEAL)

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this 18th day of June, in the year one thousand nine hundred and twenty six before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas E. Collison and Mary E. Collison, his wife, the within named grantors and severally acknowledged the aforegoing deed to be their respective act.

Witness my hand and notarial seal.

(NOTARIAL SEAL) Ruby W. Chaney

Notary Public

Recorded June 19" 1926 10-30 A.M.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the aforegoing Deed was truly taken and copied from Liber W.M.B. No. 20, folio 415, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 15th day of April, A.D. 1943.

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

Filed April 16" 1943.

EXAMINER'S EXH. "H".

THIS MORTGAGE made this 18th day of June, in the year nineteen hundred and twenty-six by and between Walter R. Lyon and A. Lee Lyon, his wife, of Baltimore City, State of Maryland, parties of the first part, Mortgagors, and Thomas E. Collison and Mary E. Collison, his wife, of Anne Arundel County, State aforesaid, parties of the second part, Mortgagees.

Whereas the said Mortgagors are justly indebted unto the said Mortgagees in the full sum of Fifteen Thousand Dollars, being the balance of the purchase money of the property hereinafter described, which said sum the said Mortgagors have covenanted and agreed to repay unto the said Mortgagees three years from the date hereof, together with interest to accrue on said principal sum at the rate of six per centum per annum, payable semi-annually, both principal and interest being payable in gold coin of the United States of the present standard of weight and fineness; and

Whereas, in order to better secure the payment of the aforesaid debt, with interest, these presents are executed.

Now therefore-this Mortgage witnesseth: That in consideration of the premises and of the sum of One dollar, this day paid the receipt whereof is hereby acknowledged, the said Mortgagors do hereby grant and convey unto the said Mortgagees, as tenants by the entireties, the survivor of them, their assigns and the heirs and assigns, of the survivor in fee simple, all that tract or parcel of land situate in Anne Arundel County, in the State of Maryland, being a part of the whole tract of land of the Mortgagees herein known as "Dutchman Point Farm," and which by a recent survey is described by metes and bounds, as follows:

Beginning for the same at a stone standing on the edge of a creek called Cadles Creek, said stone being a boundary of the tract of land sold by William H. Dawson to Charles Bias, and running thence down and binding on said creek following the outlines of the whole tracts of land conveyed to the Mortgagees by the deed dated July 1, 1910, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 77, folio 130, the following courses and distances: South nineteen degrees thirty minutes west one hundred and sixty five feet south thirty two degrees fifteen minutes west one hundred and thirty-six and thirteen one-hundredths feet north seventy-one degrees fifteen minutes west one hundred and sixty and eighty-eight one hundredths feet, north sixty degrees fifteen minutes west one hundred and eighty-one and five tenths feet, north eighty-six and one quarter degrees west seventy-four and twenty-five one-hundredths feet; north fourteen degrees thirty minutes west sixty-six feet, north thirty-four degrees east fifty seven and seventy-five one-hundredths feet, north sixty degrees thirty minutes east one hundred and seventy-three and twenty-five one-hundredths feet, north twenty two degrees thirty minutes east one hundred and fifteen and fifty one-hundredths feet, south seventy-eight degrees fifteen minutes west sixty six feet to the south east shore line of Rhodes River; thence along said River south forty-six degrees thirty minutes west two hundred and forty-seven and five-tenths feet, south thirty-five degrees forty five minutes west one hundred and sixty-two feet; thence leaving the outline of said whole tract and the waters of said River south thirty degrees eleven minutes east one hundred and ninety feet more or less, south forty-two degrees five minutes west one hundred feet, north twenty nine degrees nineteen minutes west one hundred and eighty-eight feet, more or less to the waters of said River, thence still continuing along the waters of said River south thirty-five and forty-five one-hundredths feet west one hundred and six and five-tenths feet, south forty-four degrees forty-five minutes west one hundred and seven feet to the outline of the land conveyed by the said Mortgagees to Marie H. Farnham by deed dated May 24, 1926, and recorded among the land records of Anne Arundel County prior hereto; thence binding on the outlines of said lot conveyed to Farnham so as to exclude the same the following courses and distances, south twenty-eight degrees four minutes east one hundred and seventy-eight feet more or less, south forty degrees fifty one minutes west one hundred feet, north twenty-eight degrees fifteen minutes west one hundred and seventy-seven feet more or less, back to the River; thence still on the River the several courses and distances, as follows: south forty-four degrees forty-five minutes west one hundred and twenty-three feet, south thirty-six degrees forty-five minutes west one hundred and forty-eight and five-tenths feet, south fifteen degrees west one hundred and fifteen and five-tenths feet south twenty-four degrees thirty minutes west one hundred and ninety-eight feet, south

sixty-three degrees fifteen minutes east one hundred and thirty-two feet, south forty-five degrees fifteen minutes east seventy-four and twenty-five one-hundredths feet south forty-one degrees fifteen minutes east two hundred and twenty-two and seventy-five one-hundredths feet, south eighty-four degrees fifteen minutes east eighty-two and five-tenths feet, south twenty-four degrees fifteen minutes east one hundred and thirty-two feet, south sixty-three degrees forty-five minutes east two hundred and fifty feet more or less; thence leaving said River north sixty degrees east twelve hundred feet; more or less to intersect the north twenty-five and one quarter degrees west one hundred and ninety-two and one-half perch line of said whole tract of the mortgagees, thence north twenty-five degrees fifteen minutes west and binding on said line nine hundred and forty feet more or less, to the line of the lot sold to Charles Bias; thence running with and binding on said line north eighty-eight degrees fifteen minutes west one hundred and five and six-tenths feet to the place of beginning.

Containing forty acres of land, more or less.

With the privilege however, to the said mortgagors of a right of way to the Rhodes River, over a small strip or parcel of ground adjoining the remaining land of the said Mortgagees on the south which parcel is described as follows:

Beginning at the southernmost corner of the whole ground herein described, and running thence binding on the north sixty degrees east twelve hundred foot line of said whole ground fifty feet; thence north twenty-four degrees forty minutes east ---more or less to the Rhodes River, thence binding on said River Twenty feet to the place of beginning.

Also with the privilege of a right of way thirty feet wide, laid out along the north twenty-five and one-half degrees west one hundred and ninety two and one-half perch line of the land conveyed to the said Thomas E. Collison and wife by Katherine A. Stiner by deed dated July 1, 1910, and recorded among the Land Records of Anne Arundel County in Liber G.W.No. 77, folio 130 leading from the property hereby conveyed through the property of the said Thomas E. Collison and wife to and through the property known as "Beverly Beach", to the County Road leading through Mayo.

It is also agreed and understood between the parties hereto that the said mortgagors for themselves their heirs, personal representatives and assigns, shall have the right at any time under the terms of this mortgage to repay said mortgage indebtedness and secure partial releases of said mortgage upon the payment of the sum of eight dollars per water front foot for all of the said property binding on the Rhodes River, and four dollars per water front foot for all of said property on Cadles Creek as mentioned in the foregoing discription, such partial releases to be based on lots having a depth of four hundred feet from the water front on all the land so released; provided, however that any prepayment on account of said principal sum shall not be made in sums less than one thousand dollars. All the remaining land hereby mortgaged to be released upon the payment on account of the mortgage indebtedness on the basis of three hundred dollars ($300.00) per acre on all land so released, provided, however, all prepayments on account of said principal sum shall not be made in sums of less than one thousand dollars ($1,000.00) as hereinbefore provided.

Being the same property which by deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and conveyed by Thomas E. Collison and wife to the said Mortgagors, in fee simple.

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 Thomas E. Collison and Mary E. Collison, his wife, as tenants by the entireties, the survivor of them, their assigns, and the heirs and assigns of the survivor 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 Fifteen Thousand Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the mortgagees shall possess the aforesaid property upon paying in the meantime all taxes, and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest the said mortgagors for themselves their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable.

But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said mortgagees, their personal representatives or assigns, or their Attorney or Agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy, and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his her or their heirs or assigns; and which sale shall be made in 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 ___ dollars, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland, secondly, to the payment of all claims of the said Mortgagees their personal representatives and assigns under this mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors their personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall

be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or 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, their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least ____ dollars, and to cause the policy to be 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 the said policy or policies to the said mortgagees their personal representatives and assigns,

Witness the hands and seals of the said Mortgagors:

Test: Walter R. Lyon (SEAL)

Edward T. Rushe A. Lee Lyon (SEAL)

State of Maryland, Baltimore City County, to wit:

I hereby certify that on this 18th day of June, in the year nineteen hundred and twenty-six before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter R. Lyon and A. Lee Lyon his wife, the Mortgagors named in the aforegoing mortgage and severally acknowledged the aforegoing Mortgage to be their respective act.

Witness my hand and notarial seal.

(NOTARIAL SEAL) T. Worth Murphy

Notary Public.

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

I hereby certify that on this 18th day of June, 1926, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas E. Collison one of the Mortgagees, 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.

Witness my hand and notarial seal.

(NOTARIAL SEAL) Ruby W. Chaney

Notary Public.

Recorded June 19" 1926 at 10-30 A.M.

For value received I do hereby assign the within mortgage to Eugene P. Childs for

the purpose of foreclosure.

Witness my hand and seal this 9th day of September, 1933.

Witness: F. Fulton Suite Mary E. Collison (SEAL)

Recorded September 15" 1933 12 M.

Proceedings recorded in Liber F.A.M. No. 32 folio 383, Equity.

Test: Frank A. Munroe, Clerk

Filed in 6615 Equity.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the aforegoing Mortgage and foreclosure was truly taken and copied from Liber W.M.B. No. 20, folios 419, 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 15th day of April, A.D. 1943.

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

Filed April 16th. 1943.

DECREE May 21, 1943.

Joseph D. Groh No. 8362 Equity

vs. In the Circuit Court for

A. Lee Lyon, et al. Anne Arundel County.

This cause standing ready for hearing and being submitted, the proceedings were read and considered by the Court and it appearing to the Court that Joseph D. Groh entered into a contract to purchase Lots Nos. 1, 2 and 3 as shown on a plat of "Cloverlea" made by Bachrach and Tapking, Civil Engineers, and recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 12, at and for the sum of $3750.00 with Edward T. Reisler, who was the duly authorized agent and attorney for Walter R. Lyon and A. Lee Lyon, his wife, who were the title holders of record to the aforesaid three lots, and it further appearing to the Court that Edward T. Reisler, agent and attorney, has died and that likewise Walter R. Lyon has departed this life and that A. Lee Lyon is now the title holder, which said title holder has twice been returned non est to a subpoena and an order of publication has been published for her and that she has failed to appear and answer though duly notified by the aforesaid order of publication and it further appearing to the Court that there is a balance of $293.50 due to A. Lee Lyon by Joseph D. Groh, upon the payment of which said sum the said Joseph D. Groh should procure a title conveying to him all the right, title and estate of A. Lee Lyon or of those claiming by, from or under her in and to the aforesaid three lots

It is thereupon this 21st day of May, 1943, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that Robert E. Kindred be, and he is hereby appointed trustee to convey by a good and sufficient deed to Joseph D. Groh and Ethel M. Groh, his wife, as tenants by the entireties, upon payment of $293.50 to the said trustee from the deposit heretofore made by the said Joseph D. Groh with the clerk of this Court, all the right, title, interest and estate of A. Lee Lyon or of those claiming by, from or under her, in and to all those lots or parcels of ground lying, being and situate in the First Election District of Anne Arundel County and more particularly de-

scribed as lots 1, 2 and 3 on the plat of "Cloverlea" made by Bachrach and Tapking, Civil Engineers, and recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 12.

And, as soon as the said trustee has received the balance of the purchase price, to wit: $293.50, he shall make a full and true report to this Court thereof and the said balance due on the purchase price shall be held by the clerk of this Court for A. Lee Lyon, subject, nevertheless, to the payment of all costs which have thus far accumulated and the clerk is hereby directed to pay the balance of $6.50 to Joseph D. Groh.

And it is further ORDERED by the authority aforesaid that the said A. Lee Lyon, defendant, pay the cost of this suit.

Ridgely P. Melvin, Chief Judge.

Filed May 21" 1943.

REPORT OF TRUSTEE.

THE REPORT of Robert E. Kindred, Trustee, appointed in a Decree passed by this Court on the 21st day of May, 1943, is as follows:

THAT pursuant to said Decree he received from John H. Hopkins, Clerk of this Court, checks payable to his order in the sum of $293.50 and to the order of Joseph D. Groh in the sum of $6.50.

THAT he has conveyed to Joseph D. Groh and Ethel M. Groh, his wife, by a good and sufficient Deed the land mentioned in these proceedings.

THAT he has paid all of the expenses and costs incident to said transfer of Deed and sets forth herewith a statement of such expenditures.

To Capital Gazette Press	$30.00
To John H. Hopkins, Clerk	83.55
	$113.55

THE BALANCE of $179.95 has been deposited in this Court to be held for the use of A. Lee Lyon, Defendant.

Respectfully submitted,

Robert E. Kindred, Trustee.

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 10th day of June, 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 he has discharged his duties under said Decree.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Viola Kindred
Notary Public.

Filed June 15" 1943.

In the Matter of the Sale of the	:	No. 8451 Equity
Mortgaged Real Estate of the Cooper	:	In the Circuit Court for
Apartment Corporation, a body corporate	:	Anne Arundel County.

THIS MORTGAGE, made this 15th day of October, in the year one thousand nine hundred and twenty-eight, by and between THE COOPER APARTMENT CORPORATION, a corporation of the State of Maryland, party of the first part, Mortgagor, and MORTGAGE GUARANTEE COMPANY, a corporation of the State of Delaware, party of the second part, Mortgagee.

WHEREAS the said mortgagor is justly indebted unto the said mortgagee in the full sum of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), for money this day lent and advanced, part of which is to be applied in payment of the balance of the purchase price of the property hereinafter described, which said sum the said mortgagor has covenanted and agreed to repay unto the said mortgagee in the following instalments, to wit: the sum of Nine Hundred and Forty Dollars ($940.00) at each the expiration of fifteen, eighteen, twenty-one, twenty-four, twenty-seven, thirty, thirty-three and thirty-six months from the date hereof, and the sum of Twelve Hundred and Fifty Dollars ($1250.00) at each the expiration of thirty-nine, forty-two, forty-five forty-eight, fifty-one, fifty-four and fifty-seven months from the date hereof, and the entire balance of said mortgage indebtedness, remaining unpaid, at the expiration of five years from the date hereof, together with interest thereon at the rate of six per centum per annum, payable quarterly; both principal and interest being payable in gold coin of the United States of the present standard of weight and fineness; and

WHEREAS it was a condition precedent to the making of the aforesaid loan, that the repayment thereof, with interest, should be secured by the execution of these presents:

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said mortgagor doth hereby grant and convey unto the said mortgagee, its successors and assigns, in fee simple, all those two lots of ground situate in the city of Annapolis, Anne Arundel County, state of Maryland, which, according to a survey made by Robert L. Burwell on September 19, 1928, is found to be within the following metes, bounds, courses and distances, to wit:

BEGINNING for the first thereof at a point on the northwesterly side of Maryland Avenue, said point being distant seventy-six and twelve one-hundredths feet southwesterly along the line of the said side of Maryland Avenue from the Hanover Street face of the United States Naval Academy wall, measured two feet above the pavement and distant also nine and one-tenth feet from the street face of the northwesterly curb of said Maryland Avenue; and running thence northwesterly, parallel with the southwesterly curb of Hanover Street, one hundred and thirty-eight and seventy-five one-hundredths feet to the southeasterly side of a fifteen foot wide alley, said last mentioned line passing through and with the center line of the partition wall of the house now standing on the lot hereby conveyed and of the house adjacent on the northeast; thence southwesterly, with the said side of said alley, forty feet to the division line between the adjacent property on which the Colonial Apartments now stand and the lot hereby conveyed; thence with the said division line, and parallel with the southwesterly curb of Hanover Street, southeasterly, one hun-

dred and thirty-eight and seventy-five one-hundredths feet to the northwesterly side of Maryland Avenue; and thence northeasterly, with the northwesterly side of Maryland Avenue, forty feet to the point of beginning.

BEING the same lot of ground which, by deed of even date herewith, and recorded, or intended to be recorded, among the Land Records of Anne Arundel County prior hereto, was granted and conveyed by Lillian B. Chisolm, widow, to the said mortgagor in fee simple.

BEGINNING for the second thereof at the intersection of the northwesterly side of Maryland Avenue with the southwesterly side of Hanover Street, said point being distant thirty-nine and seventy-five one-hundredths feet along the line of the said side of Maryland Avenue from the Hanover Street face of the United States Naval Academy wall, measured two feet above the pavement, and distant, also, nine and one-tenth feet northwesterly from the face of the curb on the said side of Maryland Avenue; and running thence northwesterly, with the southwesterly side of Hanover Street, parallel with the southwesterly curb of Hanover Street, and distant southwesterly six and nine-tenths feet therefrom, one hundred and forty-six and twenty-five one-hundredths feet to the center of a fifteen foot wide alley; thence southwesterly, with the center line of said alley, and at right angles with the first line above described, thirty-six and thirty-seven one-hundredths feet; thence southeasterly, parallel with the said first line, one hundred and forty-six and twenty-five one-hundredths feet to the northwesterly side of Maryland Avenue, said last mentioned line passing through and with the center line of the partition wall of the house now standing on the lot hereby conveyed and the house on the adjoining lot, said center of wall being distant from the said face of Academy wall seventy-six and twelve one-hundredths feet measured along the northwesterly side of Maryland Avenue; and thence, with the northwesterly side of Maryland Avenue, and at right angles to the first line hereof, thirty-six and thirty-seven one-hundredths feet to the point of beginning.

BEING the same lot of ground which, by deed of even date herewith, and recorded, or intended to be recorded, among the Land Records of Anne Arundel County prior hereto, was granted and conveyed by Mary T. Ferguson, widow, to the said mortgagor in fee simple.

BEING also the same two lots of ground described in a first mortgage of even date herewith, and recorded, or intended to be recorded, among the land records aforesaid prior hereto, from the within named mortgagor to the within named mortgagee, given to secure the repayment of the sum of Ninety Thousand Dollars ($90,000.00) and interest.

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 property, with the improvements and appurtenances aforesaid, unto the said mortgagee, its successors and assigns, forever, in fee simple; subject however, to the legal operation and effect of the above mentioned first mortgage, and upon any default in said first mortgage, this mortgage shall be considered in default and be liable to foreclosure as hereinafter set forth.

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 Thomas B. Marshall, its or their attorney, under Article LXVI, sections 6 to 10, inclusive, of the Annotated Code of the Public General Laws of Maryland, edited by George P. Bagby, or any other general or local laws of the State of Maryland relating to mortgages. And such sale may 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, unless he so desires; 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 twenty-five dollars for conducting the proceedings if without contest, but if legal services be rendered to the mortgagee or its 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; and 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 successors or assigns hereunder, whether the same shall have then matured or not; and, third, the balance, if any, to the said mortgagor, its successors or assigns, and half of such commissions and all such expenses and costs shall be paid by the mortgagor or his assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

AND it is covenanted that until default be made in any covenant or condition of this mortgage (but not thereafter), the said mortgagor, its successors or assigns, shall have possession of the property, upon paying in the meantime all taxes and assessments public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, public dues and charges the said mortgagor covenants 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 mortgagor, to the immediate appointment of a receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the mortgagee as additional security.

AND the said mortgagor covenants to keep the improvements on the land insured against loss by fire, in an insurance company or companies selected by, and in an amount designated

by, the said mortgagee, and to cause 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 mortgagor and mortgagee jointly; such payment to the mortgagee shall be applied to the extinguishment of the principal interest and expenses secured by this mortgage whether then due or not, but shall not exceed the amount payable under this mortgage, or such money so payable may, with the consent of the mortgagee, be applied to the repairing of the premises damaged. And the said mortgagor covenants to warrant specially the said property and to execute such further assurances thereof as may be requisite.

WITNESS the corporate seal of the said mortgagor, and the signature of its President hereto.

ATTEST: (CORPORATE SEAL) THE COOPER APARTMENT CORPORATION,

Robert Stuart Cooper By Philip B. Cooper

Homer M. Respess President.

State of Maryland, Baltimore City, to wit:

I HEREBY CERTIFY that on this 15th day of October, in the year one thousand nine hundred and twenty-eight, before me, the subscriber, a Notary Public of the State of Maryland in and for the City aforesaid, personally appeared Philip B. Cooper, THE COOPER APARTMENT CORPORATION, the within named mortgagor, and acknowledged the aforegoing the aforegoing mortgage to be the act of said body corporate.

At the same time also appeared Thomas B. Marshall, Vice-President of MORTGAGE GUARANTEE COMPANY, the within named mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth; and also made oath that he is agent of the mortgagee.

In Testimony Whereof, I have affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Homer M. Respess,

Notary Public.

Filed Nov. 27" 1942.

October 15, 1928.

FOR VALUE RECEIVED, the MORTGAGE GUARANTEE COMPANY hereby assigns the within mortgage unto the TITLE GUARANTEE AND TRUST COMPANY.

WITNESS the corporate seal of the said Mortgage Guarantee Company, and the signature of its Vice-President hereto.

ATTEST: (CORPORATE SEAL) MORTGAGE GUARANTEE COMPANY,

Homer M. Respess By W. Allen Steipp

Vice-President.

Received for Record 16 day of October, 1928 at 9 o'clock A.M. and same day recorded in Liber F.S.R. No. 45 Fol. 229 Land Records of Anne Arundel County.

Frank S. Revell, Clerk.

FOR VALUE RECEIVED, I hereby assign without reccurse, the within mortgage to the Title Mortgage & Management Company see Decree of Circuit Court No. 2 of Baltimore City

dated May 7, 1935 passed in the case of State of Maryland vs. Title Guarantee & Trust Company.

WITNESS my hand and seal this _ day of May 7 1935

Witness: John J. Ghingher (SEAL)

K. C. Albaugh Receiver Title Guarantee & Trust Co.

Received for Record 17 day of June, 1939, at 10 o'clock A.M. and the same day recorded in Liber F.S.R. No. 45, Fol 229 Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

For value received THE TITLE MORTGAGE & MANAGEMENT CO. hereby assigns the within mortgage to the TITLE GUARANTEE & TRUST CO.

Witness the corporate seal of said Company and the signature of its Vice President this 11th day of July 1935

Witness (CORPORATE SEAL) THE TITLE MORTGAGE & MANAGEMENT CO.

George H. Schmidt. By Harry E. Karr

Secretary. _ President.

Received for Record 17th day of June, 1939, at 10 o'clock A.M. and the same day recorded in Liber F.S.R. No. 45, Fol 229 Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

For Value Received, Title Guarantee and Trust Company hereby assigns the within mortgage to The Title Mortgage and Management Company.

Witness the Corporate Seal of said Company and the signature of its President this 30th day of June, 1939.

Attest: (CORPORATE SEAL) TITLE GUARANTEE AND TRUST COMPANY

Alex Kinnaird - Secretary. By Edward L. Palmer,Jr.,President

Received for Record 27th day of Nov. 1942 at 2-15 o'clock P.M. and the same day recorded in Liber F.S.R. No. 45 Fol 501 Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

For Value Received, and without recourse The Title Mortgage and Management Company hereby assigns the within mortgage unto The Equitable Trust Company, Pursuant to order of the United States District Court for the District of Maryland dated Dec. 4, 1940 in the matter of The Cooper Apartment Corporation.

WITNESS the Corporate Seal of said Company and the signature of its President this 4th day of December, 1940

Attest: (CORPORATE SEAL) THE TITLE MORTGAGE AND MANAGEMENT COMPANY

George H. Schmidt, Harry E. Karr,

Secretary. President

Received for Record 27th day of Nov. 1942 at 2-15 o'clock P.M. and the same day recorded in Liber F.S.R. No. 45 Fol 501 Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

FOR VALUE RECEIVED, and without recourse, The Equitable Trust Company, hereby assigns the within mortgage unto The Title Mortgage and Management Company.

AS WITNESS the Corporate Seal of said Company and the signature of its Vice President this 23rd day of November, 1942.

Attest: (CORPORATE SEAL) THE EQUITABLE TRUST COMPANY,

T. Joseph Doyle

asst. Secty-Asst. Treas. By George J. Tinsley, Vice President

Received for Record 27th day of Nov. 1942 at 2-15 o'clock P.M. and the same day recorded in Liber F.S.R. No. 45 Fol 501 Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Baltimore Md. November 25,1942.

FOR VALUE RECEIVED, the undersigned corporation hereby assigns the within mortgage to Harry E. Karr, Attorney for the purposes of foreclosure.

WITNESS the corporate seal of THE TITLE MORTGAGE AND MANAGEMENT Company and the signature of Harry E. Karr, the President.

TEST: (CORPORATE SEAL) THE TITLE MORTGAGE AND MANAGEMENT COMPANY, By Harry E. Karr

George H. Schmidt Secretary. President.

Received for Record 27th day of Nov. 1942, at 2-15 P.M. and the same day recorded in Liber F.S.R. No. 45 Fol 501 Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Filed Nov. 27" 1942.

BOND.

FIDELITY AND DEPOSIT COMPANY F.D. #4606196

KNOW ALL MEN BY THESE PRESENTS:

That we, Harry E. Karr 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 TEN THOUSAND AND 00/100 ($10,000.00) 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 1st day of February in the year of our Lord nineteen hundred forty-three.

Whereas, the above bounden Harry E. Karr by virtue of the power contained in a mortgage from The Cooper Apartment Corporation to Mortgage Guarantee Company and assigned to Title Mortgage and Managment Company bearing date the fifteenth day of October, 1928 and recorded among the mortgage records of Anne Arundel County in Liber F.S.R. No. 45 Folio 223 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified , and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Harry E. Karr 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 Harry E. Karr 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 Harry E. Karr (SEAL)

in the presence of (CORPORATE SEAL) FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

Edward Earickson By H. L. Jenness, Attorney-in-fact.

Attest: ___
As to Surety: By Anna Blob.

Filed February 1st., 1943.

STATEMENT OF MORTGAGE CLAIM

Balance of principal mortgage indebtedness as of October 15, 1942 -----	$12,830.00
6% interest from October 15, 1942 to February 2nd, 1943 ----------	210.91
	$13,040.91

THE TITLE MORTGAGE & MANAGEMENT COMPANY

By George H. Schmidt, Treasurer.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this first day of February in the year nineteen hundred and forty three, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared George H. Schmidt, Treasurer of The Title Mortgage & Management Company the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

(NOTARIAL SEAL)

Adam J. Geyer

Notary Public.

Filed February 1st, 1943.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Harry E. Karr, Assignee, of the mortgage filed in these proceedings, respectfully shows:

1. That under and by virtue of the power of sale contained in a mortgage from The Cooper Apartment Corporation, dated October 15, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. #45, folio 223, the said Harry E, Karr, as the Assignee of said mortgage, by short assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper printed and published in Anne Arundel County, and also by handbills distributed throughout the vicinity of the property and elsewhere, did Tuesday, February 2, 1943, at 11:00 o'clock, a.m., at the Court House door in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said Harry E. Karr, Assignee, as aforesaid, then and there sold the property to Harry Ivrey for the sum of Five Thousand Dollars ($5,000.00), subject to a first mortgage on said property dated October 15, 1928 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. #40, folio 51, now held by the Equitable Trust Company and on which there is a principal balance due of Ninety Thousand Dollars ($90,000.00), together with interest at six percent per annum from October 15, 1942, he being at that figure the highest bidder therefor, the said property being the following:

ALL those two (2) lots or parcels of land, situate, lying and being on the northwest corner of Maryland Avenue and Hanover Streets in the City of Annapolis, Maryland, and more particularly described as follows:

BEGINNING FOR THE FIRST THEREOF at a point on the northwesterly side of Maryland Avenue, said point being distant 76.12 feet southwesterly along the line of the said side of Maryland Avenue from the Hanover Street face of the United States Naval Academy wall, meas-

ured two feet above the pavement and distant also 9.1 feet from the street face of the northwesterly side of Hanover Street, parallel with the southwesterly curb of Hanover Street and distant southwesterly 6.9 feet therefrom, 146.25 feet to the southeasterly side of a 15 foot wide alley, said last mentioned line passing through and with the center line of the partition wall of the house now standing on the lot hereby conveyed and of the house adjacent on the northeast; thence southwesterly, with the said side of said alley, 40 feet to the division line between the adjacent property on which the Colonial Apartments now stand and the lot hereby conveyed; thence with said division line, and parallel with the southwesterly curb of Hanover Street, southeasterly 138.75 feet to the northwesterly side of Maryland Avenue; and thence northeasterly with the northwesterly side of Maryland Avenue, 40 feet to the point of beginning.

BEGINNING FOR THE SECOND THEREOF at the intersection of the northwesterly side of Maryland Avenue with the southwesterly side of Hanover Street, said point being distant 39.75 feet along the line of said side of Maryland Avenue from Hanover Street face of the United States Naval Academy wall, measured 2 feet above the pavement, and distant also 9 1/10 feet northwesterly from the face of the curb on the said side of Maryland Avenue and running thence northwesterly, with the southwesterly curb of Hanover Street, and distant southwesterly, 6.9 feet therefrom, 146.25 feet to the center of a 15 foot wide alley; thence southwesterly with the center line of said alley and at right angles with the first line above described 36.37 feet; thence southeasterly, parallel with the said first line 146.25 feet to the northwesterly side of Maryland Avenue, said last mentioned line passing through and with the center line of the partition wall of the house now standing on the lot hereby conveyed and the house on the adjoining lot, said center of wall being distant from the said face of Academy wall 76.12 feet measured along the northwesterly side of Maryland Avenue; and thence, with the northwesterly side of Maryland Avenue and at right angles to the first line hereof, 36.37 feet to the point of beginning.

2. And the said Assignee further reports that he has received from the purchaser the deposit of $1000.00 required by the terms of sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

TERMS OF SALE: A deposit of $1000.00 will be required of the purchaser at the time and place of sale; and the balance of the purchase money, together with interest thereon at the rate of six per cent per annum, from the date of sale to be paid in cash upon the final ratification of the sale by the Circuit Court for Anne Arundel County, State, County and City taxes, metropolitan sewerage commission liens, water rents, insurance and all other public charges and assessments of every kind and character, apartment rents and outstanding operating accounts for the operation of the apartment house to be adjusted to the date of sale.

Respectfully submitted,

Harry E. Karr, Assignee.

STATE OF MARYLAND: CITY OF BALTIMORE: SS:

I HEREBY CERTIFY, that on this 3 day of February, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally

appeared HARRY E. KARR, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Grace I. Warfield

Notary Public

ADVERTISEMENT OF SALE

McWilliams, Duckett & Haley Solicitors Harry E. Karr Solicitor

ANNAPOLIS, MARYLAND 1502 Fidelity Building Baltimore, Md.

Assignee's Sale of valuable Fee Simple Property situate at the corner of Maryland Ave. and Hanover St. and known as the Cooper Apartments

Under and by virtue of the power and authority contained in a mortgage from The Cooper Apartment Corporation to Mortgage Guaranty Company, dated October 15, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 45, folio 223 (default having occurred thereunder), the undersigned Assignee (title being now vested in said Assignee by mesne assignments) will sell at public auction at the Court House door in the City of Annapolis, State of Maryland, on Tuesday, February 2nd, 1943 at 11:00 o'clock A.M.

All those two (2) lots or parcels of land, situate, lying and being on the northwest corner of Maryland Avenue and Hanover Streets in the City of Annapolis, Maryland, and more particularly described as follows:

Beginning for the first thereof at a point on the northwesterly side of Maryland Avenue, said point being distant seventy-six and twelve one-hundredths feet southwesterly along the line of the said side of Maryland Avenue from the Hanover Street face of the United States Naval Academy wall, measured two feet above the pavement and distant also nine and one-tenth feet from the street face, of the northwesterly side of Hanover St., parallel with the southwesterly curb of Hanover St. and distant southwesterly, six and nine-tenths ft. therefrom, one hundred and forty-six and twenty-five one-hundredths feet to the southeasterly side of a fifteen foot wide alley, said last mentioned line passing through and with the center line of the partition wall of the house now standing on the lot hereby conveyed and of the house adjacent on the northeast; thence southwesterly, with the said side of said alley forty feet to the division line between the adjacent property on which the Colonial Apartments now stand and the lot hereby conveyed; thence with the said division line, and parallel with the southwesterly curb of Hanover Street, southeasterly, one hundred and thirty-eight and seventy-five one-hundredths feet to the northwesterly side of Maryland Avenue; and then northeasterly with the northwesterly side of Maryland Avenue, forty feet to the point of beginning.

Beginning for the second thereof at the intersection of the northwesterly side of Maryland Avenue with the southwesterly side of Hanover Street, said point being distant thirty-nine and seventy-five one-hundredths feet along the line of said side of Maryland Avenue from the Hanover Street face of the United States Naval Academy wall, measured 2 ft. above the pavement, and distant also, 9 1-10 ft. northwesterly from the face of the curb on the said side of Maryland Avenue; and running thence northwesterly, with the southwesterly curb of Hanover Street, and distant southwesterly six and nine-tenths feet

therefrom, one hundred and forty-six and twenty-five one-hundredths feet to the center of a fifteen foot side alley; thence southwesterly, with the center line of said alley, and at right angles with the first line above discribed, thirty-six and thirty-seven one-hundredths feet; thence southeasterly, parallel with the said first line, one hundred and forty-six and twenty-five one-hundredths feet to the northwesterly side of Maryland Avenue, said last mentioned line passing through and with the center line of the partition wall of the house now standing on the lot hereby conveyed and the house on the adjoining lot, said center of wall being distant from the said face of Academy wall seventy-six and twelve one-hundredths feet measured along the northwesterly side of Maryland Avenue; and thence, with the northwesterly side of Maryland Avenue, and at right angles to the first line hereof, thirty-six and thirty-seven one-hundredths feet to the point of beginning.

Subject to a first mortgage from The Cooper Apartments Corporation to the Mortgage Guarantee Company dated October 15, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 40, folio 51, which by mesne assignments (the last thereof dated December 20, 1940 and recorded among the Land Records aforesaid in Liber J.H.H. 22, folio 175, now vests in the Equitable Trust Company), the principal indebtedness thereunder now amounts to $90,000.00, together with interest thereon at 6% per annum from October 15, 1942.

The property is improved by a four (4) story and basement building, containing twenty-seven (27) apartments overlooking the United States Naval Academy.
The building is the largest and most modern apartment house in the City of Annapolis.

TERMS OF SALE: A deposit of One Thousand Dollars ($1,000.00) will be required of the purchaser at the time and place of sale; and the balance of the purchase money, together with interest thereon at the rate of six per cent per annum, from the date of sale to be paid in cash upon the final ratification of the sale by the Circuit Court for Anne Arundel County, State, County and City taxes, metropolitan sewerage commission liens, water rents, insurance and all other public charges and assessments of every kind and character, apartment rents and outstand_operating accounts for the operation of the apartment house to be adjusted to the rate of sale.

Harry E. Karr, Assignee
1502 Fidelity Building Baltimore, Maryland

Further particulars may be obtained by applying to McWilliams, Duckett and Haley, Church Circle, Annapolis, Md.

AUCTIONEER'S CERTIFICATE and PURCHASER'S AGREEMENT.

I hereby certify that I have this 2nd day of February, 1943, sold the within described property to Harry Ivrey at and for the sum of Five Thousand Dollars (subject to Mortgage mentioned in Advertisements)($5000.00), he being at that figure the highes_ bidder therefor, and I hereby further certify that said sale was fairly made.

Sam W. Patterson & Co. Auctioneer.

I hereby certify that I have this 2nd day of February, 1943, purchased the within described property from Harry E. Karr, Assignee, at and for the sum of Five Thousand Dollars (subject to Mortgage aforesaid) ($5000.00) and I hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Harry Ivrey (SEAL)

Filed Feby. 2nd. 1943.

ORDER NISI.

Ordered, this 4th., day of February, 1943, That the sale of the property mentioned in these proceedings made and reported by Harry E. Karr, Assignee, Be Ratified and Confirmed unless cause to the contrary thereof be shown on or before the 8th., 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 8th., day of March next.

The report states that the amount of sales to be $5,000.00

John H. Hopkins, 3rd., Clerk.

CERTIFICATE OF PUBLICATION Annapolis, Md., May 5", 1943.

We hereby certify, that the annexed Order Nisi - Equity No. 8451 - Cooper Apartments was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of March, 1943. The first insertion being made the 5th day of February, 1943.

THE CAPITAL GAZETTE PRESS, Inc.

By Florence Ossry

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

EXCEPTIONS TO THE RATIFICATION OF SALE.

To The Honorable, The Judges of said Court:

Harry Ivrey excepts to the ratification of the sale reported in the above proceedings as having been made to him as purchaser, for the following reasons:

1. Before commencement of the sale the attorney conducting the sale represented to Harry Ivrey, to induce him to become a bidder at the sale, that the rents of the twenty-seven apartments contained in the building being sold ranged from $45 to $80 per month; and the bid of Harry Ivrey was made in reliance upon this representation. In fact the rents of said apartments range from $30 to $55 per month, and this was not known to Harry Ivrey until after he had become purchaser, or he would not have bid.

2. Before his bid was accepted Harry Ivrey notified the attorney conducting the sale that he withdrew the same; and thereafter he proceeded with the purchase only out of coercion of a statement made by said attorney to him that his bid could not be withdrawn even before acceptance and that he would be held responsible. No other bids were made at said sale except that of Harry Ivrey.

3. The advertisement of sale and handbills state that the sale is subject to a first mortgage the principal indebtedness thereunder amounting to $90,000, together with interest thereon at 4½% per annum from October 15, 1942. The bid of Harry Ivrey was made in reliance upon this representation that the first mortgage interest was 4½% per annum, and he did not know otherwise until after he became purchaser. In fact said mortgage bears interest at the rate of 6% per annum, and he would not have made his bid had he known this fact.

4. The advertisement of sale and handbills state that the building contains twenty-

seven apartments and is "the most modern apartment house in the City of Annapolis". The purchaser relied upon this statement in making his bid. In fact said building is not the most modern apartment house in Annapolis and is lacking in customary modern improvements of the community in that there are no gas connections or installations anywhere in the building, nor electric bells, nor mail boxes; and this was not known to Harry Ivrey until after he became purchaser and he would not have made his bid had he known this fact.

5. That from the tenor of the advertisement of sale and handbills, incorporated herein by reference, the petitioner understood and believed, and otherwise would not have made any bid, (a) that he was purchasing a building containing all customary modern conveniences of the community, including gas supply to all apartments, (b) that he was purchasing subject to a first mortgage bearing only 4½% per annum interest, (c) that said first mortgage was not in default except for interest from October 15, 1942, and that none of the principal payments were due or in default, (d) that he would receive rents from twenty-seven apartments, which the attorney conducting sale represented to him ranged from $45 to $80 per month from each apartment, to aid him in meeting future installments to come due under said first mortgage, and the upkeep and operation of said building.

That in fact at the time of the sale to him (a) the entire first mortgage debt of $90,000 was due and in arrears, as well as the interest stated in the advertisement of sale, (b) under the terms of the first mortgage all rents and profits of said premises had automatically been assigned to the first mortgagee, (c) the assignee making this sale to Harry Ivrey had been appointed receiver for said premises and all assets, and an injunction had been passed by this Court in 8450-Equity prohibiting any person except said receiver from receiving any assets or rents of the premises or operating said business. The petitioner had no knowledge of any of these matters until after he became purchaser, amd he would have made no bid if any of same had been known to him.

That the holder of the first mortgage has demanded that Harry Ivrey personally assume said first mortgage debt and immediately pay $20,000 on account of same or said first mortgage will be foreclosed at once; and said first mortgagee asserts its assignment of rents and prohibits Harry Ivrey from receiving any of same.

6. Harry Ivrey alleges on information and belief that the assignee who made sale knew prior to advertisement of sale and/or at the time of sale, (a) that said first mortgage was due in its entirety of principal, as well as the interest stated in the advertisement as due, (b) that the first mortgagee would require the purchaser to pay immediately a substantial part of the principal, (c) that the purchaser would be prevented from receiving any rents from the premises and from operating said business, (d) that the tenor of the advertisement would induce or at least encourage prospective bidders to understand and believe as set forth in paragraph 4 of this bill of exceptions; and he deliberately refrained from disclosing the true facts to them and allowed Harry Ivrey to purchase under mistake as to the facts.

7. That the foreclosure proceedings and the title derived by the purchaser are rendered defective by errors in the description of the boundaries in the advertisement of sale, which vary from the descriptions of same in the mortgage being foreclosed and in the title deeds of the mortgagor.

8. And for other reasons to be shown at the hearing of these exceptions.

TO THE END THEREFORE: (1) That the sale to Harry Ivrey reported in these proceedings be vacated and he be releived from said purchase.

(2) And for such other and further relief as the nature of the case may require.

And as in duty bound, etc.

Benjamin Michaelson
Emanuel Klawans, Solicitors.

Harry Ivrey
Exceptant

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 4th day of March, 1943, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Harry Ivrey and he did make oath in due form of law that the matters and facts set forth in the foregoing exceptions are true and bona fide as therein stated, to the best of his information, knowledge and belief.

Witness my hand and notarial seal.

(NOTARIAL SEAL)

Lina Johnson
Notary Public.

Filed March 5" 1943.

ANSWERS TO EXCEPTIONS.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Harry E. Karr, Assignee, to the exceptions to the ratification of the sale in the above case, respectfully shows:

1. That he denies the allegations set forth in Paragraph 1 of said exceptions.

2. That he neither admits nor denies the allegations set forth in Paragraph 2 of said exceptant and puts the Plaintiff to the strict proof thereof.

3. That he admits that the advertisement of sale and the handbills stated that the sale was subject to a first mortgage of $90,000.00 with interest at four and one-half per cent(4 1/2%) per annum from October 15, 1942; that he denies the other allegations set forth in said Paragraph 3 and puts the Plaintiff to the strict proof thereof; further answering said Paragraph 3 of said exceptions your respondent avers and verily believes and is prepared to prove that the auctioneer before making the sale announced that the interest rate under the first mortgage was six percent (6%) instead of four and one-half percent (4 1/2%), that the exceptant was present when the auctioneer made said announcement and that in fact he approached the auctioneer and had him confirm the fact that the interest rate was six percent (6%) and not four and one-half percent (4 1/2%).

4. That the allegations set forth in Paragraph 4 of said exceptions are so irrelevant immaterial, frivolous and captious that your respondent is utterly unable to frame any intelligent answers thereto; but to the extent that any allegations therein may require an answer he neither admits nor denies said allegations but puts the exceptant to the strict proof thereof.

5. That he neither admits nor denies the allegations set forth in Paragraph 5 of said exceptant and puts the Plaintiff to the strict proof thereof; further answering said Paragraph 5 your respondent calls the attention of this Honorable Court to the fact that most of the matter contained therein is recapitulation and argument.

6. That he neither admits nor denies the allegations contained in Paragraph 6 of said exceptant and puts the Plaintiff to the strict proof thereof.

7. That he admits that there is a discrepancy in the description of the property in the advertisement of sale and in the handbill; but he denies such discrepancy makes the title or the sale in any way defective; and further answering said Paragraph 7 he says that the discrepancy was not of such a nature to mislead any prospective purchaser, and further, that the exceptant was not only not mislead but was fully and completely advised as to the nature and extent of the property offered for sale.

WHEREFORE, may it please this Honorable Court to over-rule the exceptions and ratify the sale.

AND as in duty bound, etc.

Service of copy admitted this
20th day of March 1943.

Benjamin Michaelson
Solicitor for Exceptant.

Harry E. Karr, Assignee

William J. McWilliams

Solicitor for Assignee.

Filed March 20" 1943.

In The Matter of the Sale of the Mortgaged Real Estate of the Cooper Apartment Corporation, a body corporate.

No. 8451 Equity.
In the Circuit Court for
Anne Arundel County.

Testimony on Exceptions to Sale and two exhibits, before Judge Boylan, March 31,1943.

PRESENT:-

Messrs. Karr and McWilliams, Solicitors for Exceptee.

Messrs. Michaelson and Klawans, Solicitors for Exceptant.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

Mrs. T. E. Smith, ---------- 2 to 3

Charles F. Lee, ---------- 3---3 to 4

Harry E. Karr, ---------- 5 to 8

Wm. J. McWilliams, ---------- 9 to 11

J. C. Boyd, Jr. ---------- 12 to 14

George W. Scible, ---------- 15

Carl S. Thomas, ---------- 16 to 17

Harry Ivrey, ---------- 19 to 21 ----22 to 24

Noah Hillman, ---------- 25 to 26---26

Harry E. Karr, ---------- 27 to 28 and 42

Wm. T.C. Hartje, ---------- 29 to 30 -----30 to 31

J. Cockman Boyd, Jr. --------- 32 to 33

George J. Tinsley, ---------- 34 to 35 -----36 to 37

George W. Englar, ---------- 38 to 39 ------39 to 40

Wm. J. McWilliams, ---------- 41

I hereby certify that the following testimony was taken by me as Court Stenographer before Judge Boylan on March 31st, 1943 and by me transcribed for the Record and this day filed. Witness my hand and seal this 5th day of April, 1943.

Juliet D. Strahorn (SEAL)
Court Stenographer.

Mrs. Theodore E. Smith, a witness of lawful age, sworn on behalf of the Exceptant, duly says:-

(Klawans.)

1. State your name, please?

A. Mrs. Theodore E. Smith.

2. You live at The Cooper Apartment?

A. Yes I do.

3. Do you have anything to do with the collection of the rents?

A. Yes I do, I manage The Cooper Apartments.

4. Will you tell the Court what the total monthly rents are?

A. I really don't know.

5. Don't you get paid for your services?

A. Yes I do.

6. Is it based on the amount of rents of just a weekly salary?

A. I just get so much a month.

7. Do you known the amount of rent paid by any of the tenants, what is the lowest amount paid, do you know?

A. I think the lowest, to the best of my knowledge is $30.

8. Tell us what size that apartment is?

A. A bachelor's apartment, small, living room, kitchen and bath.

9. What is the top or highest rent paid for any apartment?

A. I think right now it is $65 to the best of my knowledge.

10. Do these apartments have any gas in them?

A. No they don't.

11. Have electric stoves?

A. They have electric ranges.

12. Are they in good condition, do you know?

A. Yes, they are usable, they are used every day; for cooking and baking.

13. Have any electric bells to the apartments?

A. No.

14. Any mail boxes?

A. Yes down in the lobby.

15. Have Janitor service?

A. Yes.

16. No elevator?

A. No.

No Cross Examination.

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

(Klawans).

1. State your name and business?

A. Charles F. Lee, Real Estate business.

2. Do you act as Agent or Collector for rents of the Cooper Apartments?

A. Yes.

3. For how long a period of time?

A. Probably five years.

4. What are the monthly rents received from the apartments, what has it amounted to during the past two or three months?

A. Since last April monthly collections are $1491.

5. What were they for the month of January this year?

A. $1491 since rent ceiling.

6. Were rents higher than that prior to the rent ceiling?

A. Some of them.

7. What is the maximum amount of rent you have collected during the time you acted as Agent?

A. I have not that data with me.

8. They have been higher than that?

A. Yes, when conditions were better.

9. So that $1491 is the rental now which is low because of the rent ceiling?

A. That is right.

Cross Examination.

(McWilliams)

1. Did you ever give any information about rents to Mr. Ivery?

A. Not before the sale.
2. Did he ever ask you for any before the sale?
A. No. After the sale, probably a week or two weeks after the sale he came in.

3. Anybody else ask you?

A. I had a telephone call from Mr. Worthington, we gave him the monthly rental over the telephone, that was before the sale.

4. You would have given it to any proper person, a bona fide request?

A. Yes.

Re-Direct.

(Klawans.)

1. Mr. Worthington is a real estate agent in this town?
A. Yes.
2. You are familiar with the premises known as Cooper Apartments?

A. I am.

3. In your opinion, is that the most modern apartment house in the City of Annapolis?

A. Yes it is.

4. Do you regard an apartment house that does not have gas, simply electricity, is the most modern apartment house in Annapolis?

A. When the apartment was built fourteen years ago they decided at that time it would be far preferable to have electric ranges instead of gas, consequently no main put in the building.

5. You do know apartment houses that have both?

A. No, I think most of them have gas.

6. They have electricity too?

A. No ranges.

7. Have gas and electricity?

A. Certainly.

Harry E. Karr, a witness of lawful age, being first duly sworn, deposes and says:-

(Klawans.)

1. You are the Assignee of the second mortgage which was foreclosed under date of February 2nd, 1943?

A. Right.

2. You are also the Receiver of certain Equity proceedings relative to the collection of rents and operation of the property known as Cooper Apartments?

A. Right.

3. At the time you advertised this property for sale you knew that the first mortgage was in default?

A. I probably did, I think both mortgages came due at the same time, October 15th, 1942.

4. Under the first mortgage there were a number of Mortgage Certificate Holders, were there not?

A. I did not know to what extent there were Certificates out, whether three or fifty, the Mortgage Guarantee Company had sold certificates.

5. Then you did know it was a mortgage certificate holding arrangement.

A. I had no knowledge of who they were or how many there were at all.

6. You did know that that was the kind of mortgage it was?

A. I did not know how it was divided, it might have been at that time all in when owned it, I do know generally.

7. You do know now that it is a mortgage certificate holding mortgage?

A. I understand from the Equitable Trust Company there are a number of certificate holders holding parts of that first mortgage which they are Trustee for.

8. Do you know that the description in this advertisement of sale is incorrect as compared to the description in the mortgage?

A. I know there is one line in it that is incorrect. The correct description was sent to the Capital, I suppose that the error was in dropping that one line.

9. Why did you not indicate in the advertisement the first mortgage was in default?

A. It was not announced at the sale that the mortgage was due and overdue, but occasionally that the two were due on October 15th.

10. The handbill says "interest due from October 15th, 1942"?

A. That's right, interest was due on it, interest was paid up to October 15th, 1942.

11. It says in event of default in the mortgage the rents were automatically assigned to the first mortgagee?

A. All that meant was if went to foreclosure and the rents were assigned to the mortgagee, in the event of foreclosure, they could collect the rents. I had no such in the second mortgage and that's why a Receive_ was appointed.

12. The terms of the first mortgage provided that?

A. I am not sure of that,-I understand your statement is correct.

------The original first mortgage record is offered in evidence.

13. At the time the property was advertised for sale you were collecting rents from the property?

A. I was Receiver, I think that follows what I have said, I was collecting rents even though that provision was in the first mortgage, the first mortgage people had no right to foreclose.

14. Were you applying any money to the first mortgage? To the interest indebtedness?

A. None whatever.

15. Applying to the second one?

A. Not to any until the Court says how I should distribute it.

16. Under this advertisement of sale of February 2nd, 1943, under terms of sale there is the usual provision, "Metropolitan Sewerage Commission liens, water rents, insurance and all other public charges and assessments of every kind and character, apartment rents and outstanding operating accounts for the operation of the apartment house to be adjusted to the day of sale", who was to receive the rents from the day of sale?

A. No question about it, Mr. Ivery would receive the rent, unless the foreclosure of the first mortgage.

17. Far as your sale that was the intention the purchaser was to receive rent from the day of sale?

A. Far as the advertisement, we would adjust as of that day, and he had all the rights of the Equity in the property and up to him to make settlement with the first mortgage people, and if they did not step in and take it he had a perfect right.

18. If they did step in and take it he had no rights?

A. That goes without saying, I had nothing to do with the first mortgage. They had a perfect right to do whatever their mortgage gave them the right to do.

19. At the time of the sale do you recall the inquiry made by Mr. Ivery in reference to the garages?

A. Yes sir. very well.

20. Do you recall after discussion, before the property was knocked down je wanted to withdraw his bid?

A. He stated he wanted to go around and make an inspection and to hold up the sale until he did, and wanted to withdraw his bid. I recall Mr. Ivery asked me about the garages in the rear and the auctioneer asked me to answer him, and I asked him what he meant was it the public garage across the alley and I said the only garages that are on the Cooper Apartments is one small garage holds 6-8-10 cars built in as part of the building, then the alley and beyond that is a large garage which is in active operation which does not belong to the Cooper apartment and not a part of the sale.

21. Did he make any statement he wanted to withdraw his bid?

A. He said he wanted it held up as I recall. I recall his whole statement was "hold it up until he went to look at it".

22. Did he also say he wanted to withdraw his bid?

A. I don't recall he said he wanted to withdraw his bidm I did not hear it, some of the others may have heard him make that remark.

23. Did you hear the auctioneer make any statement relative to the interest as advertised at 4½ % ?

A. The Auctioneer made that statement because I called his attention to it to make the correction on his memorandum and to announce that the rate was 6% and not 4 1/2%.

24. Was Ivery present when that was made?

A. He was standing alongside of Mr. McWilliams, I had never seen him before, when he

came up. I know he was standing there during the reading of the advertisement and certainly was there when the statement was made about the 6%, he was back of me standing alongside of Mr. McWilliams, and the Auctioneer made the statement it was an absolute sale.

25. Only one bid and that was Mr. Ivery's?

A. That was, and announced was an absolute bid, it was fully cried and finally knocked down to Mr. Ivery.

26. We desire to offer in evidence Record F.S.R. 40, folio 51, being first mortgage of The Cooper Apartments, October 15th, 1928, and invite the Court's attention to the provision relative to the rents in default under the covenants in the mortgage.

(No objection)

"And it is covenanted that until default be made in any covenant or condition of this mortgage(but not thereafter) the said mortgagor, its successors or assigns, shall have possession of the property upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgage property and on the mortgage debt and interest, which mortgage debt, taxes, interest, assessments, public dues and charges the said mortgagor covenants to pay when legally due, and upon payment thereof exhibit to the mortgagee the receipted bills therefor at the place of the 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 mortgagor, to the immediate appointment of a Receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt, and upon 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".

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

(Klawans.)

1. You are William J. McWilliams, and have been a member of the Bar for a number of years?

A. Yes.

2. You represented Mr. Harry E. Karr, Assignee, in the matter of the Assignee's sale of the property known as Cooper Apartments which sale was held on February 2nd, 1943?

A. I did.

3. Prior to the actual offering of the property for sale did you discuss with Harry Ivery anything pertaining to the value or rental of the property?

A. No I did not because I never knew the rental values of the property. If Mr. Ivery did come to my office, and I have no recollection of it, he was told how to get all information he wanted about the property, either from Mr. Karr or from Mr. Lee. As a matter of fact, knowing Mr. Ivery, if I had made any definite statements to him I would have made very careful note of what I told him at that time.

4. On the morning of the sale did Mr. Ivery ask you what the revenue was from the property?

A. If he did I have no recollection of it.

5. Do you recall Carl Thomas being there and you and Carl Thomas discussing the amount of rent and some inquiry being made of what the amount was,

A. I think I can say categorically that is not correct, I have no recollection of it, I

am quite sure that did not take place. As a matter of fact I don't remember seeing Mr. Thomas at the sale.

6. This was a few minutes before the usual procedure,- in the corridor.

A. No, I don't remember seeing Mr. Thomas that morning at all.

7. If there was any conversation,-

A. I don't think there was any conversation.

8. You did not see him?

A. I may have seen him, I know I did not talk to him, I am quite sure I did not talk to him about it. He was not interested in it because I had discussed it with him, as I discuss a great many things with him, several weeks before the sale, I remember telling him we were going to sell the apartments and was he interested. That is the limit of any conversation I had.

9. Did you mention prior to the sale anything as to the value of the property with Mr. Ivery?

A. Never discussed values with him at all, never discussed with any one.

10. Did you suggest this was a piece of property in which he ought to be interested?

A. I have no recollection of it, and as to the statement which was made that I suggested to him the property was worth $135,000, I have no recollection of that, I never believed it was worth that much.

11. Was the statement made, did you make any statement about the value of the property?

A. You should know better than to ask me after what I have said, I have no recollection of it at all.

12. Then you did not make the statement?

A. Apparently not.

13. Did you make any statement to Mr. Ivery prior to the sale about what the value of that Cooper Apartment was?

A. I am trying to answer you in an absolutely truthful fashion, if you want me to say "No", No, I did not. If you want the correct statement from me I say I have absolutely no recollection of it, and if there had been any such statement I would undoubtedly have some recollection of it.

14. You did not make any statement?

A. That's correct.

15. If you had made the statement you would have recollected it?

A. That's right.

16. At the time the property was sold Mr. Ivery did make some inquiry about the garages prior to the time the property was knocked down to him.

A. That was after he had made his bid.

17. He made a bid of $5,000?

A. Yes.

18. Then he made inquiry as to the garages?

A. He made inquiry, I think I helped answer him.

19. Did he request the sale be held up to give him opportunity to inspect the premises to find out something?

A. Yes, he wanted us to hold up the sale which had been advertised for thirty days, or

thereabouts, with 25 or 30 peoplempresent, while he went down and inspected the property, and it was such a rediculous proposition it was refused.

20. You were not jeopardized because his was the only bid you received the whole time?

A. It turned out that way.

21. You did not need any other bid?

A. We did not know whether going to get any other.

22. During all the time you waited not a single bid was made?

A. That's right.

23. Prior to the time the property was knocked down to him he asked to see the premises, and what was he told?

A. Told he could not hold up the sale.

24. Also told he would be held responsible for his bid?

A. I don't know whether anybody else told him, I told him he had bid for $5,000 and we were going to knock it down to him.

26. He said something about withdrawing his bid and then you told him that?

A. I told him he had a bona fide bid of $5000 and we were going to knock the property down to him and going to hold him responsible.

26. That was prior to the time the property was knocked down to him?

A. That's right. Mr. Ivery did not withdrew the bid and later signed the certificate of sale.

27. Did he state he wanted to withdraw the bid?

A. Yes, but he did not want to withdraw it at that particular time, he did not want to withdraw it then, he had a right to do it but he did not do it, and after the property was knocked down to him he signed the purchaser's agreement and made the down payment.

J. Cookman Boyd, Jr., a witness being first duly sworn, deposes and says:-

(Klawans.)

1. Were you present in the City of Annapolis on Tuesday, February 2nd, 1943 at the time the Cooper Apartments were offered for sale by Mr. Karr, Assignee under the second mortgage?

A. Yes.

2. Did you have any talk with Mr. Harry Ivery who became the purchaser of that property on that day, prior to the time of the sale?

A. No.

3. Did you have any discussions with Mr. Ivery about the first mortgage on the property which I believe you represent, is that correct?

A. Yes.

4. After the property was sold?

A. Yes.

5. Did you inform him that he would not be entitled to collection of the rents unless he substantially reduced the first mortgage indebtedness?

A. I did not.

6. Did any one of your associates or any one representing the first mortgagee, far as you know, give him that information?

A. They did not.

7. Did Mr. Ivery come to Baltimore to talk to you about this first mortgage indebtedness?

A. I talked with Mr. Ivery sometime later in Baltimore.

8. Did he talk to you about the first mortgage debt?

A. Yes.

9. Did you inform him at that time he would have to make substantial payment on account of the first mortgage, and would not be able to collect the rents unless he did that?

A. Split your question.

10. Did you talk with him about the reduction of the first mortgage debt?

A. Yes.

11. What was that conversation?

A. It extended over several hours,-

12. What demand or suggestion did you make at that time as to the amortization of the first mortgage?

A. I had been in Westminster that day arguing a case before Judge Boylan the 12th of February, Friday, and I came back into Baltimore and after I had my lunch I stopped in at Mr. Tinsley's office, I had no prior knowledge that Ivery was going to be there, I did not expect him, and I have frequent matters of business with Tinsley, and when I got there in the office Ivery was there, accompanied by his son, as he said he was, and what had transpired before I don't know, but Mr. Ivery was attempting to get the Equitable Trust Company as assignee to go to the certificate holders in that mortgage and ascertain from them what they would be willing to accept by way of terms of renewal and extension of the mortgage, and Mr. Tinsley's position, while I was there, was that we would not put ourselves in such foolish position as to ask the first mortgagee, certificate holders to create some proposition for Mr. Ivery to consider, but, on the contrary, thought it incimbent upon him to do just what we told him to do the day of the sale.
We told him to make such a proposition as he had in mind for the extension of the mortgage and send to us in writing, and we would then consider it and explain it to the certificate holders with such recommendations as we decided on. That only followed his voluntary conversation with us when he talkedmwith us in the Clerk's office when he asked us if we would not extend the mortgage and consider a reduction in the interest rate if he were to make repairs to the property of considerable extent, painting and wiring of some kind, I don't recall the details and would immediately pay off $15,000 with fixed amortization thereafter. We told him we had no authority to give him commitment one way or the other but put it in writing and we would do that.

13. Did you tell him you wanted him to pay $20,000?

A. That came later in the conversation because Ivery's position was he wanted to have the mortgage extended or be allowed to remain as it was in the full amount without any fixed amortization and he would pay interest and taxes as he considered putting considerable money in the property by repairs and re-furnishing, and when we kept telling him it did not appear to us we should allow him to have full control of the income to do as he saw fit, and to pay taxes and interest if he felt like it; to turn over to him full control of what he would make out of it, when he could throw the matter back on us, would put ourselves in bad position and we would have to have a concrete proposition from him, and then, when he asked us what we would consider by way of proper reduction of the principal, I personally picked the figure from the air having in mind Mr. Ivery's own offer

of $15,000 on the day of sale, and I said or suggested $20,000 as what I thought would be a proper reduction on his part of the principal in order to get the mortgage extended. There was no statement,- if he did not pay $20,000 the mortgage would be foreclosed,- and I make no commitment now as to what the first mortgagee might do.

14. You did inform him unless he did curtail the first mortgage you would have control of the income?

A. No. I told him we would not consider a proposition whereby he had control. I told him if we were to consider a proposition whereby he had full control without obtaining a substantial amount we would be very foolish.

15. You did inform him he had no rights to the income of the property unless you approved of it?

A. The first mortgage speaks for itself and what I have told you is what happened.

16. The result of your discussion was nothing definite was agreed upon?

A. The attitude expressed by Mr. Ivery towards the close of our discussion, which we were quite ready to terminate considerable time before he left, was if you don't want to go along with me on this proposition I will either lose the $5,000 or I will file Exceptions to the sale. His attitude was a threatening one in certain ways, ours was not.

17. He learned from his discussion with you he would not have any right to the income?

A. I don't know what you mean by "he learned". I am quite sure he had that before he came in there, that the first mortgage was, as usual, in a dominant position.

Mr. George W. Scible, a witness of lawful age, being first duly sworn, says:- (Klawans.)

1. State your name and business?

A. George W. Scible, Real Estate business and Auctioneer.

2. Were you present at the Court House on Tuesday, February 2nd, 1943 when the Cooper Apartments were sold?

A. Yes.

3. Were you there at the time the advertisement was being read?

A. I was inside when he started to read it, Mr. Ivery and I were inside when I came out the Auctioneer was reading the handbill.

4. Has he concluded when you came out front?

A. No.

5. Did you hear any statement made about the correction of the handbill in reference to interest, or could you have heard it had it been done?

A. I was not interested, Mr. Ivery and I were inside and I said "come on let us go outside maybe I can pick up something from the big town auctioneer" I was not interested in the property whatsoever, did not concern me, I was not around seeking information.

6. Were you present at the time Ivery made the bid?

A. Yes, I was standing there.

7. Did you remain there any length of time until the sale was completed?

A. No. I don't thing I stayed there, I went in the Court House, I was standing there when he made the bid.

8. Did you hear him make any inquiry about garages?

A. No, I did not.

9. Did you hear any conversation between him and Mr. McWilliams?

A. They were talking about something, I could not hear what they said, I was not near enough or interested in it.

(Klawans.)

Carl S. Thomas, a witness of lawful age, being first duly sworn, says:-

1. State your name and occupation?

A. Carl S. Thomas, I own and operate my own real estate and insurance business.

2. On the morning of February 2nd, 1943 the day of the sale of the Cooper Apartments, were you in or about the Court House prior to the sale?

A. Yes.

3. Do you recall having made a statement as to what the rentals of that property are?

A. I made a statement as to my guess of the rental.

4. What was your statement?

A. As well as I can remember I made the statement I guess the rentals would average $55 a month.

5. To whom did you make that statement?

A. I do not know.

6. Who was present when you made that statement?

A. I could not say for sure.

7. Who do you believe was present when you made the statement?

A. The statement, to the best of my knowledge, was made that morning, just which group of people were around when it was made I could not say as I talked to several groups both before and during the sale, I did not stay to the completion of the sale.

8. Was Mr. McWilliams in any of the groups with whom you talked?

A. Yes.

9. Was Mr. Ivery in any of the groups with whom you talked?

A. I don't know for sure.

10. Did you make that statement upon inquiry of Mr. McWilliams?

A. Not to my knowledge.

11. Did you make that statement upon inquiry from Mr. Ivrey?

A. Not to my knowledge.

12. To refresh your recollection, do you recall a conversation with me in the restaurant on the corner of Cathedral and West street, Annapolis, about two weeks ago in which I inquired concerning the statement of the rents you made, do you recall that occasion?

A. I recall sitting in the restaurant talking to you, yes.

13. On that occasion did you not state that the inquiry was made by Mr. McWilliams?

A. Not to my knowledge, no. It would not have been made by Mr. McWilliams because I asked Mr. McWilliams the night before what the rents were and he told me he did not know so I would not have been foolish enough to make a statement of that kind.

14. You are unable to say who made the inquiry, or to whom you made the statement?

A. I know of one person I made it to in the Court yard, I discussed it fully with Earl Lipschin, we were guessing then.

15. Prior to the sale, inside the Court House with whom did you discuss the matter?

A. I practically don't know we attend lots of sales, I don't remember all the people who were around, I attended the Koolage sale and this one as well.

Cross Examination.

(McWilliams.)

1. Your business is real estate?

A. That's correct.

2. You are very much interested in what real estate brings?

A. That's correct.

3. That's one of the things you have to know in your business, what property is being bought and sold for?

A. That's part of it.

4. In important propositions such as this one is, one of the things comes to your mind is what the rentals are?

A. That's correct.

5. I don't recall your asking me what they were, assuming that to be true did I tell you where to find out?

A. I think I asked you the day before the sale and you said you did not know, and I said it was not exceptionally important, we were just trying to get around what the value would be.

6. Earl Lipschin is one of your clients, you have bought property and sold property to him?

A. I have sold for him and sold to him.

7. Was he interested in the Cooper Apartments at the time?

A. Only from the fact of the returns and whether he would bid on it, I can't say he was definitely interested, we discussed it fully.

8. You were there just carrying on your business?

A. I was with another real estate agent and we were interested.

9. Your guess was the rentals averaged $55 a month?

A. That's correct.

10. Have you any idea how correct your guess was?

A. No.

11. There are 27 apartments and Mr. Lee testified, he collects the rents and handles the whole thing, that the monthly rental return is $1491, that makes your guess how correct?

A. 100% ? It was purely a guess, it was based on calls a couple of years back when I had occasion to call over the phone to see if any vacancy with prospect of renting, and the rental figure given then was $55, an average of $55. My estimate is $1485, they actually bring in $1491 you say.

12. Your guess was just slightly under that, so that if Mr. Ivery was in the group and did hear you say that, your statement is not misleading to him, not as to the income of the property?

A. I don't see how it could be.

Harry Ivery, a witness of lawful age, being first duly sworn, says:-

(Klawans).

1. You live in Annapolis?

A. Yes.

2. Were you present at the Court House Tuesday, February 2nd, 1943?

A. Yes.

3. Prior to the offering of the property for sale by the Auctioneer did you talk with either Mr. McWilliams or Carl Thomas about the rental of the property?

A. Yes.

4. To whom did you talk?

A. I was telling Mr. Scible in the hall Mr. McWilliams made remark to me passing by, this is a good buy. I said "what should it bring", he said $125,000 or $135,000 and then passed on, and Carl Thomas passed by and I said to you what's the rent and you asked Thomas does he know anything about the rent and he said he "thought from $45 to $85 month" and passing away I thought he was going to get some data to show exactly what it was.

5. For each apartment?

A. Yes.

6. How many apartments in this house?

A. 27.

7. Then you went outside?

A. We went outside, I think they had finished reading, he said "let's go out, maybe learn something", and finished reading, I heard about 6% about terms, I understand about second mortgage, I said "Yes, I will bid $5,000.

8. Was there any discussion after the bid was made, any discussion about improvements such as garages?

A. Yes, I read the circular and I asked how about the garages, I always had in my mind the garages were belonging to the apartment, I thought they were rented to French so I asked Mr. McWilliams, he did not know anything about it, and in the meantime asked some other gentleman, they did not know anything about. I said "any way possible to hold up the sale and let me look into it", and Mr. McWilliams said "you made a bona fide offer and scared me. I did not know what happen and I asked to let me withdraw the bid, or hold up the sale, I just felt I am just hooked there, and I had to go through with it, Mr. McWilliams said "we have bina fide offer from you and we will hold you to it, you will be responsible for the whole amount", I did not understand what would happen otherwise I would have left the sale and gone on.

9. Did you know the first mortgage was in default?

A. No sir.

10. When you made your bid on the property did you expect to collect the rents?

A. Naturally from past experience when you buy piece of property you have jurisdiction over it, I thought the first mortgage was just the interest due and I understand the interest was due for six months from October 15th, 1942, if you pay up this, the mortgage naturally would stay there long as you want it to stay.

11. After the property was knocked down to you you made the deposit and signed the purchaser's agreement?

A. Yes, then I spoke to the gentlemen I understand represented the first mortgage and I started to talk to him, I heard them talk 6% and 4 1/2% and I thought get in touch with them, and they advised me the first mortgage was in default and I could not understand

why did not mention that at the sale that the first mortgage was in default, I suppose I had $10,000 or $15,000, and what action they would take in that time, whether they would foreclose the first mortgage. They told me to present in writing my plan whatever I wanted to do. I thought best thing go to Baltimore and talk in person, and I could not accomplish anything, I just told them I cannot go ahead and take up $90,000. I had other properties I did not want to tie them up. they would have to take second mortgages, I don't know what the mortgage holders would think, I said I cannot go through with it. They told me I would not have charge of any returns or have charge of the property, naturally what I got is a receipt for what? What would I show anybody, I did not know what to do and I thought best thing to do was to take it to Court and see some arrangements was made.

12. After the sale when you were talking to the first mortgage people in Annapolis did they tell you about condition of the property?

A. Yes, they told me. I tried to find out, I never knew conditions inside, I asked them to tell me and one of these men asked the other fellow "shall I tell him", and I got afraid, I said "is the property falling down", and he said "No, the floors need buffing and paint and the walls are bad, boilers bad and lot of things", all mentioned, so after the sale I went to the apartment, I found out who was the right party to get in touch with and they said Mrs. Smith and she showed me, she could not take me in the apartments she showed me the halls and I saw the heating plant, you could spend a lot of money there.

13. Property in good shape?

A. No sir. There are 27 tenants maybe half a dozen prefer electric stoves, maybe 20 prefer gas, I tried to find out whether there was a bell to ring, there were no bells, no mail boxes, said only have little wood boxes and the janitor assorts the mail and carries it up or put it in a pigeon hole, I said each one should have mail box and bell.

14. Do you have apartments with these improvements?

A. Mine are not as expensive as these but have much better than this, they have gas and electric bells and mail boxes and telephone down stairs.

15. You own a number of properties in Annapolis?

A. Yes.

16. Is this the most modern improved apartment?

A. In some way. I have one property 150 years old corner Gloucester and Green anybody can go in,-

17. Is it more modern?

A. 150% more, have telephones, gas, mail boxes for each one, I was surprised to see the most modern apartment in Annapolis anybody would tell you, was in such condition as that.

Cross Examination.

(McWilliams.)

1. How long have you lived here?

A. 32 years.

2. Been in business here?

A. Yes.

3. You remember when these apartments were built?

A. Yes.

4. Been familiar with them ever since?

A. Maybe that was the second time I was there.

5. How many apartment houses do you own like that?

A. Three good ones, small ones I have a good many. One on Green and Gloucester, one on Gloucester and one on Murray avenue.

6. Do you recall when you bought the Gloucester apartment?

A. Yes.

7. Did you look at this before you bought it?

A. I suppose I did, yes.

8. Went in and looked around?

A. You cannot go in when people are there living, you just look outside and try to find out later.

9. Did you investigage the heating plant at Gloucester?

A. No.

10. Just how much inspection did you make before you bought it?

A. I don't know, I don't remember now,I owned the building was there before we were in business together, the past owner, I knew it.

11. Were you familiar with it?

A. Yes.

12. How about Municipal Apartment?

A. Same thing.

13. Were you familiar with it and knew what that was?

A. Yes.

14. Make an inspection of Murray avenue one?

A. That was a good many years back, I don't remember.

15. How many other pieces of property do you own?

A. A number of private homes, I don't know,

16. Dozen or two dozen?

A. I could show you the record. I don't have it in mind.

17. How many pieces of property do you own that you rent to other people?

A. 50-75, I don't know.

18. 50 to 75 you rent to other people?

A. I don't know if you call it property, some I would not call it property somebody lives there.

19. That's the major portion of your business handling property?

A. No, I have a store.

20. Renting property is major portion, you have more tied up in property than the store?

A. Yes.

21. You are an investment purchaser, you buy a piece of property you have in mind how much you make on it?

A. I could not live in all of them myself, naturally it's investment.

22. What you pay and what you expect to get out of it are very important

A. I presume all business works that way.

23. What inquiries did you make of the Cooper Apartment before you bought it?

A. None at all.

24. When did you first know the property was for sale?

A. I did not have any intention when you approached me in the hall and said $125,000 to $135,000, good buy, or good bargain, I, in my mind went over $90,000 first mortgage could remain indefinitely. I come from New York and a lot of people there holders of first mortgage glad to have it, when they have a second mortgage is paid off. When you said $125,000 I don't say you mean to talk me into it, I thought you meant to help me out in the business, and this was the only thing I was thinking in my mind, I did not have any intention to buy this property never looked into it.

25. Never had any intention to buy it before that moment?

A. No.

26. And the thing that induced you to buy was my representation to you, which I deny emphatically that it was worth $125,000?

A. Whether should bring that or whether tied up that much money, I did not understand it exactly.

27. You won't say that you committed yourself to at least a $95,000 obligation just on some remark passed that it was worth $135,000?

A. I had in my mind, I did not expect to buy that property, I went out and said $5,000 against $135,000, I said to myself, surely bring some more money.

28. Is that the way you go out and buy a piece of property on the basis of a remark somebody passes on what it's worth?

A. Depends on who is making the remark, lots of times I have bought a piece of property just pass by and buy it cheaper now so to be converted into better.

29. Did you ask anybody else what they thought it was worth?

A. I really did not.

30. When was it you were convicted of perjury in this Court, the last Term of Court or the Term before that?

A. About three years ago, somewheres around that.

Re-Direct.

(Klawans)

1. Most of these properties Mr. McWilliams asked you about are colored properties are they not.

A. Yes.

2. Municipal Apartments, Gloucester and Murray avenue apartments are really the only substantial ones, the others are shacks?

A. I don't know whether you call them property or what you call it, some of them are in bad shape.

Testimony on behalf of the Mortgagee,

Exceptee.

Noah Hillman, a witness of lawful age, being first duly sworn, says:

(McWilliams.)

1. You are a member of the Bar of Anne Arundel County?

A. Yes.

2. How many years?

A. Thirteen years.

3. Do you represent anybody in this case?

A. I indirectly represented through the attorneys' office of Armstrong-Machen a Certificate holder of some of the certificates.

4. Did you attend this sale as an observer in that capacity?

A. I did.

5. Were you there when the Auctioneer began to read?

A. I don't believe I was, I got there a little late.

6. Did you hear any portion of it?

A. Yes, I think I heard the last part of it read.

7. Hear any announcement with respect to interest on the first mortgage?

A. No, I cannot say I did, if I did I don't have any recollection of it.

8. Did you hear any conversation between Mr. Ivery and anybody else at the sale?

A. Yes.

9. To whom was it addressed?

A. It was addressed generally to the group composed of yourself, Mr. Karr and others representing the first or second, the mortgage holders; after he had made the bid, to the effect as follows,- "is it possible to pay off the first mortgage", and the remark was "Yes". I gathered from his question he wanted to know whether it was possible to pay it off, whether it would be expected, and he was told it would be.

10. By whom?

A. By the group, two or three of them, I was not interested in it at that time to that extent. I recall that distinctly because I was standing within a couple of feet.

Cross Examination.

1. Was that before the sale?

A. No, that was after he had made his bid but before it was knocked down

2. Did you hear Mr. Ivery talk about garages?

A. Yes.

3. Hear him ask to hold up the sale?

A. No, I heard him ask the same group if the garages went with it.

4. Did you hear Mr. McWilliams make any statement he was going to hold him to his bid?

A. I don't know whether McWilliams made it, I understood he was going to be.

5. Did you hear him say "I want to withdraw the bid"?

A. No.

6. If the statement was made you did not hear it?

A. Obviously I did not because I just did not hear it.

Harry E. Karr, having been heretofore sworn, now says on behalf of the Exceptee. (McWilliams)

1. Did you have any conversation with Harry Ivery, or anybody else, prior to this sale, about rentals and contents?

A. None whatever. The only communication I received from any one with reference to asking information regarding the house was from Mr. T. Carroll Worthington, I received a letter from him to that effect dated January 21st, stating "I have a client interested in the Cooper Apartments and wondered if you can give me statement of the rentals and ex-

penses for the past year, in order that I might get some idea as to the real value. Thanking you for this courtesey, I am, Very Truly yours, T. Carroll Worthington". I replied on January 22nd to Mr. Worthington, "I an in receipt of your favor, etc. These apartments have been handled by Mr. Charles F. Lee, he will give you the information desired. Mr. McWilliams of Annapolis is also in position to give you information"

Exhibits A and B offered and filed with testimony.

That's the only communication and only request I had. Mr. Ivery made no request for any information whatever. I never saw Mr. Ivery until he stepped out and made his bid, I think I asked you who he was.

2. After he made his bid what transaction did you have with him?

A. I did not have any transaction with Ivery after he made his bid except comments made where he asked about the garages and I explained to him the garages on the other side of the alley did not belong to the property the only ones were the ones attached to the house, and not necessary to go look at them if he wanted that information.

3. Did you tell him he could buy the contents of the house from you as Receiver for $100?

A. We announced that at the sale any one buying the house under the second mortgage, the personal property was not in the second mortgage, but I held it as Receiver and I would ask the Court in the Receivership case to authorize me to sell it for $100 so they would have equitable title to all personal property subject to the lien of the first mortgage.

4. Did you later write to him to that effect?

A. I think two or three days later I wrote to Mr. Ivery and I got a card from him, and I had an inventory made up and I wrote to Mr. Ivery and sent him a copy of the inventory.

5. Is that a complete inventory of all property in the apartment house?

A. I had Mr. Lee who was familiar with the furniture and what the company owned, make up the inventory and sent to me and that is a copy of the inventory he had. ---Offered in evidence the inventory.

----Objection as irrelevant. Motion to strike out. Motion granted.

6. Any further conversations with Mr. Ivery.

A. I have never seen Mr. Ivery from that day to this, and have not communicated with him, nothing until he filed exceptions to the sale.

7. You testified you, yourself, announced about the interest rate from 4½% to 6% ?

A. I had the Auctioneer announce it at the sale, and I told Mr. Ivery when he asked the Auctioneer if 4½%, I told him 6%, and the mortgage came due in October, 1942, that all interest and taxes had been paid up and the mortgage was now due and the interest was 6%.

(Klawans)

8. Had the first mortgage been called at the time of the sale?

A. No.

9. It was overdue?

A. It was overdue.

10. Had the mortgagee made any attempt to call it?

A. Not to my knowledge.

William F. C. Hartje, a witness of lawful age, being first duly sworn on behalf of the Exceptee, deposes and says:

(McWilliams)

1. Where do you live, Mr. Hartje?

A. 407 No. Howard, Baltimore, Md.

2. What is your business?

A. Auctioneer, associated with Samuel W. Pattison and Co., Auctioneers.

3. You were employed to auctioneer the Cooper Apartments here?

A. Yes.

4. What instructions did you receive from Mr. Karr, the Assignee, with respect to reading the advertisement and Contract of Sale?

A. The instructions were to read the advertisement, which I did, from start to finish.

5. Make any announcement with respect to interest?

A. Yes, when I read the portion where the interest was mentioned in the advertisement, I was told to correcthat to 6% which I noted in the advertisement.

6. Did you do that?

A. Yes.

7. After you had finished the advertisement you offered the property for sale?

A. Yes.

8. Did you receive any bids?

A. Yes sir, received one bid from Mr. Ivery.

9. Where was he standing when he made that bid?

A. He was standing to my left just a little to the rear.

10. Did you hear him when he first made that bid?

A. No, some one called my attention, "there is a bid here" and I turned around and asked if he made that bid and he acknowledged he did.

11. It was $5,000?

A. Yes.

12. You finally knocked the property down to him at $5,000?

A. Yes.

13. You then signed the Auctioneer's certificate?

A. We then went inside and had the contract signed and he paid the deposit.

14. Did you announce absolute sale subject to the first mortgage?

A. Yes sir, announced it subject to the first mortgage which, I think, was $90,000 and I noted it on the contract.

Cross Examination.

(Klawans)

1. At the time you were offering this property for sale did Mr. Ivery ask you anything about garages or improvements on the property?

A. Some questions were asked by Mr. Ivery.

2. Did he ask anybody to hold the sale up while he investigated?

A. He asked Mr. Karr whether it could be held up and he told him could not do that.

3. Did he tell you he wanted to withdraw his bid?

A. No, not to me personally.

4. Did he make the statement?

A. I heard the statement made.

5. Who told him he could not withdraw his bid?

A. I think Mr. McWilliams.

6. That it was a bona fide bid and he would be held responsible?

A. Yes. And the second time I asked him "is that your bid of $5,000", and he said "Yes" and he acknowledged it as his bid.

7. Was that after or before the statement made by Mr. McWilliams he would be held responsible to his bid?

A. After that.

Re-Direct.

(McWilliams)

1. You mean even after all this conversation about garages and withdrawing the bid you asked him after all that took place, "Is $5,000 your bid" and he said "Yes it is."

A. Yes.

Cross Examination on Re-Direct.

(Michaelson)

1. That was after he was told he would be held responsible for his bid?

A. I don't know just what conversation they had, I think something on that line, I said "Is that your bid, $5,000" and he said "Yes".

2. That was after the statement was made to him it was a bona fide bid and he would be held responsible,-

(No answer)

Re Re-Direct.

(MdWilliams.)

1. You don't know what the statement was, his conversation as to his withdrawal of the bid?

A. No.

2. You know some conversation took place about that?

A. Yes.

3. You are not attempting to testify that conversation was as Mr. Michaelson has related it in his question? You are not attempting to say in your testimony that conversation about the withdrawal of the bid is exactly the same, or in precisely the same terms as Mr. Michaelson has introduced in his question about it?

A. No.

4. That was the general substance of it?

A. Yes.

J. Cookman Boyd, Jr., a witness of lawful age, being first duly sworn, on behalf of the Exceptee, deposes and says:-

(McWilliams.)

1. You were present at this sale?

A. Yes.

2. Did you hear the announcement made by the auctioneer with reference to the interest on the first mortgage?

A. Yes.

3. Substantially what was that announcement?

A. The auctioneer announced there had been an error in printing of the advertisement and corrected the rate of interest to 6%, not only did he announce it but I, myself, made such

statement in plain, loud voice, in that immediate vicinity, plain enough for any person to hear, that was one of the purposes for which I attended the sale, I had noticed the error and I wanted to be sure no mistake about that.

4. Did you hear Mr. Ivery inquire about that?

A. He inquired of Mr. Tinsley as to the circumstances of the first mortgage and whether or not it could be paid off, and it seems to me Mr. Ivery also inquired directly of either you or the auctioneer as to the interest rate and checked up as to whether I was right.

5. Was that before or after he made the bid?

A. That was during the reading of the advertisement, when got to the first reading.

6. Was the conversation with you and Mr. Tinsley about paying the mortgage off during that time?

A. I am suee that was while it was being read.

6. What, if anything, was said as to whether or not the mortgage was due?

A. Mr. Hartje, several times after the first appearance of the mortgage in the advertisement and original correction of the 6% rate, referred to the sale of the property as being subject to a $90,000 first mortgage at 6% and I am positive, I could not quote the words, but I am positive the maturity date was given as October, 1942.

7. Was that before or after he made his bid?

A. That was during the calling of the sale and before he made his bid. The auctioneer usually concludes the reading, and then says, "here is this property", and quotes a brief description several times, and in that he referred to the first mortgage.

8. Did Mr. Karr make an announcement of the personal effects?

A. He announced the sale of the chattels, and Mr. Karr joined in the general correction of the interest. There was a handbill on the bulletin board to the left of the Court House door and reference to that made occasionally and pointed to that.

Cross Examination.

(Michaelson)

1. Look at this handbill, does that state that the first mortgage had matured on October 15th, 1942?

A. I won't answer your question unless I read it all the way through, I have not looked at it from that point of view.

Mr. George J. Tinsley, a witness of lawful age, being first duly sworn, on behalf of the Exceptee, deposes and says:-

(McWilliams.)

1. You are Vice-President and Trust Officer of the Equitable Trust Company, also a member of the Bar?

A. That's correct.

2. How long have you been employed by the Equitable Trust Company in that capacity?

A. About eighteen years.

3. Were you present at the sale of the Cooper Apartment on February 2nd?

A. I was.

4. Came down in the car with Mr. Boyd and Mr. England?

A. I did.

5. Did you hear the announcement made with respect to the interest rate?

A. I did, the change from 4½% to 6%. I recollect as the auctioneer approached, or stated the interest rate, an interruption was made by one of the party to call attention to the fact that the first mortgage rate was 6% and not 4½%, and at that time the auctioneer made the correction.

6. Do you know whether Mr. Ivery was present?

A. I do not.

7. Did you talk to him shortly after that?

A. On the subject of can the first mortgage be paid off.

8. Was that before or after he made his bid?

A. I am not able to say.

9. What did you say?

A. I told him I thought it could.

10. Did you tell him it was due?

A. I did not. That was the question and answered as I have stated.

11. After the sale everybody retired to the Clerk's office?

A. Mr. Boyd, Mr. England, Ivery and myself.

12. There was some conversation there between Ivery, you and Mr. England and Mr. Boyd?

A. That's correct.

13. What was that?

A. Relative as to what terms could be made as to continuing or extension of, handling the first mortgage, and if my recollection is correct, we asked Mr. Ivery to send us to Baltimore, his proposition, that we represented certificate holders and were not authorized to say what could be done, and asked him to make the proposition in writing, I think he said if I would put in from $10,000 to $15,000 money of mine perhaps they might be more comfortable, and more inclined to give more favorable terms, that is perhaps reduce the interest rate to 3%.

14. Did you talk with him again?

A. Later on in Baltimore, we had received no notice in writing, he came up with his son and talked to me and Mr. Boyd. At that time he wanted to know what we would be willing to do. I said I had not yet received any proposition, and he said "I don't think I will be able to do more than pay interest and taxes and make repairs to the property, and, if I am able, pay off $2,000 in six months". I think my reply was I did not think I could take such a proposition to the certificate holders in the hope of getting a favorable reply. The discussion of what he thought of the property, and he said "you talk of payment on account, what do you consider substantial payment" and then followed the remark, "well, you have asked for it, we will say $20,000," that was then just a suggestion, done as a suggestion, not a threat.

15. Has he since made any proposition to you?

A. No, he has not.

16. At that conversation that took place immediately after the sale, was Mr. Ivery under the impression the mortgage was due or still some time to run?

-----Objection as leading. Sustained.

17. Was he under the impression either due or still had some time to run?

------ Same Objection.

18. Did you hear any conversation with Mr. Ivery with respect to maturity of the mortgage right after the sale?

A. My recollection is there was no discussion on it.

19. You would not be able to say whether he knew it was due or not at that time?

A. No.

Cross Examination.

1. In your conversation with Mr. Ivery in Baltimore, your company did not make any proposition, to him except you suggested $20,000 to him?
A. We made no proposition, that started in Annapolis, and he came to Baltimore, we said "we will wait your suggestion in writing, send it to us"

2. Did you tell him no proposition could be worked out and the first mortgagee would foreclose the mortgage?

A. I don't recall that.

3. Did you tell him you would not turn over to him the collection of the rents unless he amortized the first mortgage?

A. I think the remark was made to adopt his suggestion to go on and make certain repairs and collect the rent and make only a possibility of paying on the mortgage, we could not advise collection of the rents without any certain proposition as to how he was going to handle the situation.

4. You had informed Ivery it was finally up to you as to what disposition would be made of the rents, had to be made according to your approval?

A. I don't think so, not in that many words.

5. Was not that what you said, that unless we are satisfied with the proposition you won't have anything to do with the rents, unless the certificate holders approve it?

A. I let him see that the first mortgagee would not maintain such a proposition that would deprive them of its rights under the first mortgage unless a proposition was made which would be consistent with those rights.

6. One of those rights was the right to collect that rent, the income from the property?

A. That's one of the rights.

7. You insisted on maintaining that right?

A. Until a proposition was made which would be fairly protective to the first mortgagee.

Re-Direct.

1. The first mortgagee also had a right to foreclose?

A. That's right.

2. This right apparent from the record when Ivery bought the property?

A. Yes, it was sold subject to the first mortgage.

Cross Examination.

1. Did your company acquiesce in the Receivership proceedings instituted in the Circuit Court here whereby Mr. Karr was appointed Receiver and to collect the rents by Mr. Karr?

A. We did not object to it.

George M. Englar, a witness of lawful age, being first duly sworn, deposes and says:-
(McWilliams.) 1. State your name and residence?

A. George M. Englar, Roland Park Apartments, Baltimore, Md.

2. What is your business?

A. I am President of Property Management, Incor.

3. What is your connection with this foreclosure proceeding?

A. My Company represented about 50% of the first mortgage certificate holders in the Bankruptcy proceedings in 1937 of the Cooper Apartments, and we were largely instrumental in having the Equitable Trust Company designated as Trustee for the First Mortgage holders.

4. You attended the sale?

A. I did.

5. Did you hear the Auctioneer read the advertisement?

A. I did.

6. What, If anything, did he have to say with respect to the interest rate of the first mortgage?

A. When he got to the point on the advertisement where the interest rate was 4½%, he was interrupted by Mr. Karr, to say that was an error, the interest rate on the first mortgage was 6%. My definite recollection is that immediately following that the announcement was made that that was the interest rate since the maturity date, October 15th, 1942, the reason I think that was, that interest prior to that was 5% as fixed in the Bankruptcy, and that ran for five years and went back to 6% when the first mortgage matured.

7. You know Mr. Ivery?

A. I did not know him.

8. Was he there when that announcement was made?

A. I saw a gentleman there who looked very much like him.

9. Did Mr. Karr also make the announcement with respect to the personal property?

A. Yes.

10. What was the substance of that?

A. Mr. Karr said the personal property was covered by the first mortgage, and as Receiver of the Cooper apartment he would sell what equity there was to the purchaser of this property at this foreclosure sale.

11. After the sale you, Mr. Tinsley, Mr. Boud went into the Clerk's office with Mr. Ivery, Ivery stated he wanted to talk to the representatives of the first mortgage so Mr. Boyd and Mr. Tinsley asked him to go along with them.

12. Did you hear the entire conversation between Ivery and the rest of you?

A. Yes.

13. Was it substantially as it has been related by Mr. Boyd and Mr. Tinsley?

A. It was as related by Mr. Boyd. Mr. Tinsley says he does not remember the conversation about the first mortgage being past due. I have a very definite recollection that was mentioned in the conversation after the sale, and also before the sale, I know the maturity of the mortgage was mentioned before any bidding was had.

14. Who mentioned it?

A. Mr. Karr and I think the auctioneer mentioned it a couple of times, also in connection with the 6% item, that the mortgage was then due.

15. Did Mr. Boyd mention it too before the bidding commenced?

A. We were standing there together, I cannot recall definitely, I think Mr. Boyd probably did, I don't remember the exact words.

16. Have you had any conversation with Ivery since then?

A. Not since the conversation in the Court House.

17. Cross Examination.

1. Who made the statement before the property was offered for sale that the first mortgage was due?

A. Mr. Karr.

2. What did he say?

A. Mr. Karr said, and repeated by the auctioneer that the interest rate was 6% and the mortgage had matured on October 15th, 1942.

3. What was the occasion for saying that?

A. Because that was a fact.

4. Did anybody ask him about the first mortgage?

A. No, nobody did, that was the fact that the first mortgage had matured I guess I told three or four people who called me from Annapolis that the first mortgage was matured, two of the Banks called up and I gave them that information.

5. You say before the Bankruptcy proceedings rate had been 4½% ?

A. No, that is the rate the certificate holders got on their certificates prior thereto, the corporation had paid 6% and the certificate holders got 4½%, the 1½% was retained by the Guaranty Company for the guaranteed mortgage. The interest was reduced to 5% during the period of five years the mortgage was extended during the Bankruptcy, the corporation paid 5% and the certificate holders got 4½%.

6. Did Mr. Ivery hear any statement made about the maturity of the first mortgage?

A. I presume he must have heard it or he would not have asked for a meeting with the first mortgage representatives, he just said he wanted to talk to the first mortgage people.

7. He did not know who they were?

A. Mr. Boyd announced he represented the first mortgage holders, I did not say anything at the sale because the Equitable Trust Company is Assignee of the first mortgage.

William J. McWilliams, having been heretofore sworn, says:-

I want first of all to make a statement with respect to Mr. Ivery's testimony that I told him the property was worth $125,000 to $135,000. That is not so, I did not make such a statement, I don't believe now, and I did not believe then, that the Cooper Apartments were worth any such sum of money. The reference to the conversation with Mr. Thomas, which I have already testified about, is entirely beyond my recollection. I have no recollection of it at all. I remember seeing Mr. Ivery in the hall of the Court House on my way out to attend the sale, I believe I said "Hello" to him, or "come on out, you might be interested" or something like that. I certainly did not induce him to come out and buy this property, nor was any mention made of any price. At the sale the auctioneer made the correction as to the interest on the first mortgage. While he was reading the advertisement I was standing directly behind him, Mr. Ivery was standing to my left about two or three feet from me. Whether he was there for the entire reading of the advertisement or not, I don't know, but when the auctioneer got down to the announcement about the interest, Mr. Ivery was standing alongside of me. He reached up to the Auctioneer and

tapped him on the shoulder and confirmed the fact that the first mortgage interest rate was 6% rather than 4½% as stated in the advertisement. When the auctioneer began to cry the property I heard Mr. Ivery say $5,000, the auctioneer did not hear him, and I tapped the auctioneer on the shoulder and said "I think you have a bid back here".
The auctioneer turned around and looked at Mr. Ivery, and Mr. Ivery repeated $5,000.
I think I have already explained about the conversation as to withdrawl of the sale,-
As to the difference between the description in the mortgage and in the advertisement,- the facts are the description in the advertisement is somewhat garbled up, slightly different from the mortgage itself. The copy furnished to the newspaper is correct, we can produce the original given them, the printer made the mistake in describing it.
We will stipulate for the purposes of reformation of these proceedings or which will be necessary for the title, that the description of the property in the original mortgage should go in the advertisement and Report of Sale.

Mr. Harry E. Karr, is re-called for further testimony.

1. You recall your testimony this morning in reference to the announcement that the first mortgage was then due. Since you made that statement has anything occurred which has refreshed your recollection on that point?

A. Yes, Mr. Englar's testimony recalled what did occur. When the question came up about the change in interest rate of 6% some one wanted to know "why that change" and I made the statement that the first mortgage had become due October 15th, 1942, was an overdue mortgage and carrying 6%.

2. Was that part of your statement made at that time?

A. I made that statement for anybody who was there to have that information.

Filed April 5" 1943.

Exhibits filed with testimony, March 31, 1943 A and B.

January 21st, 1943.

Mr. Harry E. Karr,
Fidelity Bldg., Baltimore, Maryland.
Dear Mr. Karr:

I have a client who is interested in the Cooper Apartments and I wonder if you could give me a statement of income and expenses for the past year, in order that I might get some idea as to the real value.

Thanking you for this courtesy, I am

Very truly yours,

T. Carroll Worthington

Filed April 5th. 1943.

January 22, 1943.

T. Carroll Worthington, Esq.,
236 Main Street, Annapolis, Maryland
Dear Mr. Worthington:

I am in receipt of your favor of the 21st instant stating that you have a client who is interested in the Cooper Apartments and asking for statement of income and expenses for the past year. These apartments have been handled by Mr. Charles Lee and if you will

call on him and show him this letter he will give you the information you desire. Also Mr. McWilliams of Annapolis, whom you undoubtedly know, is in a position to give you information on the subject. If after you have talked with them there is anything further you would like to know, please advise me.

Very truly yours,

HEK:hh Harry E. Karr

Filed April 5th. 1943.

OPINION AND ORDER.

On October 15, 1928, The Cooper Apartment Corporation executed a mortgage to the Mortgage Guarantee Corporation, a body corporate of the State of Delaware, to secure a loan of $25,000.00 with interest at the rate of six per centum per annum, payable quarterly. Certain installments were to be paid ranging from fifteen months to fifty-seven months after date and the balance remaining unpaid was payable at the expiration of five ------ years from the date thereof.

The property covered by the mortgage consisted of two contiguous parcels of land situated on Maryland Avenue, in the City of Annapolis, and the second parcel abuts on Hanover Street. The difference in the depth of the respective lots is due to the fact that the second described lot runs to the center of a fifteen foot alley, while the first described lot abuts on the southeastern edge of said alley.

The mortgage was subject to a prior mortgage of $90,000.00, and it was provided that any default under the first mortgage would constitute a default under the second mortgage.

The mortgage provided that upon any default in the terms of the mortgage, "a sale may be made by the said mortgagee, its successors or assigns, or by Thomas B. Marshall, its or their attorney, under Article LXVI, sections 6 to 10, inclusive, of the Annotated Code of the Public General Laws of Maryland, edited by George P. Bagby, or any other general or local laws of the State of Maryland relating to mortgages. And such sale may 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, unless he so desires; 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."

On October 15, 1928, the mortgage was assigned unto the Title Guarantee and Trust Company, and on May 7, 1935, the same was assigned to The Title Mortgage and Management Company by John J. Ghinger, Receiver of the Title Guarantee and Trust Company, pursuant to an order or decree of the Circuit Court No. 2 of Baltimore City passed on May 7, 1935.

On July 11, 1935, the mortgage was assigned to the Title Guarantee and Trust Company and reassigned to The Title Mortgage and Management Company on June 30, 1939.

Pursuant to an order of the United States District Court for the District of Maryland dated December 4, 1940, in the matter of The Cooper Apartment Corporation, the mortgage was assigned on December 4, 1940, unto The Equitable Trust Company, which assigned the same on November 23, 1942, to The Title Mortgage and Management Company.

On November 25, 1942, the last-mentioned assignee assigned the mortgage unto Harry E. Karr, its attorney, for the purpose of foreclosure.

The mortgage with its assignments are of record among the Mortgage Records of Anne Arundel County in Liber F.S.R. No. 45, folio 223, etc.

Foreclosure proceedings were docketed on November 27, 1942, and the bond of the assignee was approved and filed on February 1, 1943, together with a Statement of the Mortgage Claim showing a balance due on principal of $12,830.00, with interest from October 15, 1942, at six per cent.

On February 2, 1943, the assignee filed in this cause the Auctioneer's Certificate and the Purchaser's Agreement, which read as follows:

"I hereby certify that I have this 2nd day of February, 1943, sold the within described property to Harry Ivrey at and for the sum of Five Thousand Dollars (subject to Mortgage mentioned in advertisement) ($5000.00), he being at that figure the highes bidder therefor, and I hereby further certify that said sale was fairly made.

(Signed) Sam. W. Pattison & Co.
Auctioneer."

" I hereby certify that I have this 2nd day of February, 1943, purchased the within described property from Harry E. Karr, Assignee, at and for the sum of Five Thousand Dollars (subject to Mortgage aforesaid) ($5000.00) and I hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

(Signed) Harry Ivrey (Seal)"

Both the Auctioneer's Certificate and the Purchaser's Agreement were written on a printed copy of the sale bill.

The advertisement, after describing the property, read:

Subject to a first mortgage from The Cooper Apartment Corporation to the Mortgage Guarantee Company dated October 15, 1928 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 40, folio 51, which by mesne assignments (the last thereof dated December 20, 1940 and recorded among the Land Records aforesaid in Liber J.H.H. 22, folio 175 now vests in the Equitable Trust Company), the principal indebtedness thereunder now amounts to $90,000.00, together with interest thereon at 4½% (changed in ink to 6%) per annum from October 15, 1942.

"The property is improved by a four (4) story and basement building containing twenty-seven (27) apartments overlooking the United States Naval Academy. The building is the largest and most modern apartment house in the City of Annapolis.

"Terms of Sale: A deposit of One Thousand Dollars ($1,000.00) will be required of the purchaser at the time and place of sale; and the balance of the purchase money, together with interest thereon at the rate of six per cent per annum, from the date of sale to be paid in cash upon the final ratification of the sale by the Circuit Court for Anne Arundel County, State, County and City taxes, metropolitan sewerage commission liens, water rents, insurance and all other public charges and asssessments of every kind and character, apartment rents and outstand operating accounts for the operation of the apartment house to be adjusted to the rate of sale".

The first line of the first parcel of land as described in the advertisement is erroneous, and the same error was duplicated in the report of sale.

On March 5, 1943, the purchaser, Harry Ivrey, filed exceptions to the sale on the following grounds:

1. That the attorney conducting the sale represented to him that the rents of the twenty-seven apartments ranged from $45.00 to $80.00 per month, and that it was on this representation that he submitted his bid.

2. That before his bid had been accepted he notified the attorney for the assignee that he withdrew his bid, and was advised that his bid could not be withdrawn, and the assignee would hold him responsible.

3. That the advertisement stated the property was being sold subject to a mortgage in the principal sum of $90,000, together with interest at 4½% from October 15, 1942, and that he did not know, at the time he made his bid, that the interest rate was six per cent, or that said first mortgage was in default and that the rents had been assigned to the first mortgagee.

4. That the advertisement stated the property was "the most modern apartment house in" Annapolis, whereas in fact there are no gas connections, electric bells or individual mail boxes.

5. That the proceedings are defective because of errors in the description of the property offered for sale.

The assignee answered said exceptions and denied the allegations, and thereafter testimony was taken in open Court.

The testimony shows that the rents ranged from $30.00 to $60.00 per month, and aggregated $1491.00, that the apartments are equipped with electric ranges and mail boxes, and janitor service is supplied. The apartment house was built about fourteen years ago and is considered a modern apartment house.

The assignee knew that an error in the first line of the property appeared in the advertisement and that the rate of interest was incorrectly set forth. When the Auctioneer read the advertisement and terms of sale, the correct rate was announced. It was not announced by the Auctioneer at the sale that the first mortgage matured on October 15, 1942. The first mortgage contained a clause:

"And upon 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."

A receiver was appointed and he has been collecting the rents.

At the sale Harry Ivrey bid $5000.00 for the property and then raised some question concerning garages, and after he was advised that the public garage across the alley was owned by another, he requested the sale be held up until he could inspect the property. This last request was denied and he was told by Mr. McWilliams, the attorney for the assignee, prior to the time the property was knocked down that "he had (made) a bona fide bid of $5000 and we were going to knock the property down to him and going to hold him responsible."

Later Ivrey signed the certificate of purchase and made the down payment of $1000.00. After the sale, the purchaser talked with Messrs. J. Cookman Boyd, Jr., George J. Tinsley and George M. Englar, representing the first mortgagee, and was advised that they would consider any proposition he had in mind respecting an extension of the mortgage. During the reading of the advertisement and prior to placing his bid, Ivrey inquired of George J. Tinsley as to the circumstances of the first mortgage and whether or not it could be

paid off.

Mr. Noah Hillman heard the purchaser, after having announced his bid of $5,000 and prior to the time the property was knocked down ask: "Q. Is it possible to pay off the first mortgage?" And the answer to his query was: "Yes."

The assignee testified that he advised the purchaser that the only garages that went with the Cooper Apartments were the ones attached to the house, and that the garage on the other side of the alley did not belong to the property. Mr. Karr also testified that when the purchaser made inquiry of the Auctioneer concerning the interest rate, he, as assignee, told him that the rate was 6%, that the mortgage came due in October, 1942, that all interest and taxes had been paid up and the mortgage was now due and the interest rate was 6%.

The purchaser's testimony differs materially from that of the other witnesses. The effect of his testimony is destroyed by his admission that he had been convicted of perjury in the Circuit Court for Anne Arundel County several years ago. The statute (Art. 35, sec. 1) provided that "no person who has been convicted of the crime of perjury shall be admitted to testify in any case or proceeding whatever."

The testimony shows clearly that the purchaser was not misled by the error in the advertisement concerning the interest rate, or the error in the description. (Stevens v. Bond, 44 Md. 506, 510) His inquiry concerning the first mortgage, prior to the time he submitted his bid, shows that he understood the mortgage was past due, and that the rate of interest was six per cent.

The remaining exceptions are based upon the fact that the Solicitor for the assignee would not permit him to withdraw the bid he made. The testimony shows that he was interested in being advised concerning some garages at the time he announced the withdrawal of his bid and requested that the sale be held up until he could investigate. He did not say he wanted to withdraw because he did not understand the $90,000 mortgage was overdue or that the interest rate was 6% instead of 4½%. The location of the garages being explained he acknowledged his bid of $5000.00, and after the sale signed the certificate of purchase and paid the deposit.

The duties of the assignee are analogous to those of a trustee under a decree, and the court must determine upon the propriety of the sale made by him as in the case of an ordinary trustee.

Code, Art. 66, sec. 10 Horsey v. Hough, 38 Md. 130, 139-140

Wicks v. Westcott, 59 Md. 270, 277

The sale is not a complete contract, and when reported is merely an offer not accepted until ratified by the Court.

Hanover Fire Ins. Co. v. Brown, 77 Md. 64, 71

"The public auction of the property is a part of the proceedings constituting the sale; and the bidders make themselves parties, and, as such, have the right to intervene in the proceedings; their bids are propositions, and when accepted by the trustee acting for the court, and the property is struck off accordingly, they have no power, at their pleasure, to retract them, and thus baffle and defeat the sale."

Warfield v. Dorsey, 39 Md. 299, 303

In the last-mentioned case at pp. 304-5, the Court quoted, with approval, the language of Judge Story in the case of Wood v. Mann, 3 Sumner, 310, 318:

"It stands upon the plainest principle of the court, that he who makes himself a party to the proceedings of the court, and undertakes to do a particular act, under the decretal orders of the court, may be compelled to perform what he has undertaken. It is a mere incident to the due exercise of the principal jurisdiction, and indispensable to the enforcement of the orders of the court upon persons who have submitted themselves to its jurisdiction; a sale might otherwise become a mere mockery and give entire immunity to purchasers to speculate upon the chances of the sale."

In the case of Wicks v. Westcott, 59 Md. 270, the Court, at page 277, said:

"As a general rule, we do not think it is the duty of the assignee or trustee, in selling property, upon which prior incumbrances rest, to ferret out the exact state of such liens, and ascertain how much, if any, may be due upon them.
The rule of caveat emptor excludes such rigid exaction of a trustee ----. This may not have been his duty; but if he was not bound to inquire or make any statement respecting the amount of arrears, the trustee was bound, if he undertook to make any statement respecting it, to be sure that the statement he did make was, at least, approximately accurate, and not in any wise misleading. "

What announcement was incorrect, inaccurate or misleading? The property was subject to a mortgage of $90,000 with interest from October 15, 1942, at 6%, and the Auctioneer announced that the property was being sold subject to that mortgage. Whether the auctioneer announced that the mortgage was in default or not is unimportant when the action of the purchaser is analyzed. The purchaser knew that he would pay, in addition to his bid, $90,000 with interest at 6% from October 15, 1942. This information he obtained from the representative of the first mortgagee before he placed his bid.

The fact that the first mortgage contained a clause assigning the rents to the first mortgagee, and that in another proceeding a Receiver had been appointed with authority to collect the rents, were not announced. But that could not be a reason for setting the sale aside. Whatever rents had been collected by the first mortgagee would have to be applied, first, to the payment of interest and, second, to the reduction of the principal debt.

"A mortgagee in possession, whether in person, by trustee, receiver or by a tenant, is equally accountable for the rents and profits of the estate, but he is bound to apply them in reduction of the mortgage debt. After paying the interest on the debt, any balance is applicable to reduce the principal."

2 Jones on Mortgages (4th ed.) sec. 1425

Hubbard v. Hubbard, 172 Md. 645, 650

The purchaser of the equity of redemption would not and could not be required to pay more than the $90,000 and the interest from October 15, 1942, less whatever rents had been collected by the first mortgagee.

"Judicial sales will not be set aside for causes that the parties in interest might, with a reasonable degree of diligence, have obviated. Every intendment will be made to support them.

Kaufman v. Walker, 9 Md. 229, 240

Paper Bag Co. v. Carr. 116 Md. 541, 544

The testimony in this case does not show any fraud, material misrepresentation or deception was practised upon the purchaser under the influence of which he was lead to sign the certificate of purchase and pay the deposit of one thousand dollars.

Admitting it to be a fact that the Solicitor for the assignee advised the purchaser he could not withdraw his bid, it would, nevertheless, become the duty of the Assignee to report to the Court the fact he had received and accepted the bid of $5000.00 and the question whether or not the purchaser would be permitted to withdraw his bid would become a question for the Court to decide.

Cook v. Safe Deposit & Trust Co. 172 Md. 404

The exceptions are not sustained by the proof in the case and they must, therefore, be dismissed.

The report of sale recites that the property sold is the same premises described in the mortgage of The Cooper Apartment Corporation dated October 15, 1928 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 45, folio 223 etc., which is filed in these proceedings. In this mortgage the property is properly described. The fact that the report of sale contains an error in describing the first parcel of land is not serious for the correct description can be embodied in the deed from the Assignee to the purchaser.

Jas. E. Boylan, Jr., A.J.

For the reasons assigned in the aforegoing opinion, it is ordered, this fifth day of May, in the year nineteen hundred and forty-three, by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, that the exceptions filed on March 5, 1943, by Harry Ivrey, purchaser, to the sale made by Harry E. Karr, Assignee, reported to this Court in the report of sale filed on February 4, 1943, be and the same are hereby, overruled.

And it is further adjudged, ordered and decreed this fifth day of May, in the year nineteen hundred and forty-three, that the sale made and reported by the said Harry E. Karr, Assignee aforesaid, be, and the same is hereby, finally ratified and confirmed, no sufficient cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in this cause; and the Assignee is allowed the commissions provided by said mortgage, being the usual commissions allowed trustees for making sales of property under decrees of this Court, and such proper expenses as he shall produce vouchers for to the Auditor.

Jas. E. Boylan, Jr., A.J.

1943, May 5, Opinion & order overruling exceptions and ratifying sale.

Filed May 6th. 1943.

MANDATE.

COURT OF APPEALS OF MARYLAND

No. 52, October Term 1943

Harry Ivrey, Purchaser, (In the Matter of the Sale of the Mortgaged Real Estate of the Cooper Apt. Corp. a body corporate Harry E. Karr, Assignee	Appeal from the Circuit Court for Anne Arundel County. Filed: Aug. 30, 1943. Dec. 15, 1943, Order and decree affirmed, with costs. Opinion filed. Op. Bailey, J. Jan. 11, 1944, Decree filed.

Appellant's Cost in the Court of Appeals of Maryland,

Record ----------	$135.00		
Brief ----------	35.00		
Appearance Fee ----------	10.00		
Clerk's Costs ----------	10.00	$190.00	
Appellee's Cost in the Court of Appeals of Maryland,			
Brief ----------	44.00		
Appearance Fee ----------	10.00		
Clerk's Costs ----------	xxx	54.00	$244.00

STATE OF MARYLAND, Set:

I, Maurice Ogle, Clerk of the Court of Appeals of Maryland, do hereby certify that the foregoing is truly taken from the record and proceedings of the said Court of Appeals.

In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of the Court of Appeals, this thirteenth day of January A.D. 1944

(COURT SEAL) Maurice Ogle

Clerk of the Court of Appeals of Maryland.

Harry Ivrey, Purchaser, etc. — In the Court of Appeals of Maryland

vs. — October Term, 1943.

Harry E. Karr, Assignee — No. 52

THE APPEAL in this case, standing ready for hearing, was argued by counsel for the respective parties, and the proceedings have since been considered by the Court.

It is thereupon, this 11th day of January, 1944, by the COURT OF APPEALS OF MARYLAND, and by the authority thereof, adjudged, ordered and decreed that the order and decree of the Circuit Court for Anne Arundel County, dated the 5th day of May, 1943, be and the same is hereby affirmed, with costs.

D. Lindley Sloan

Filed: Jan. 11, 1944 — Chief Judge for the Court.

Filed January 15" 1944.

AUDITOR'S REPORT AND ACCOUNT.

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of The Cooper Apartment, a body corporate in ac. with Harry E. Karr, Assignee for purposes of foreclosure.

To Assignee for fee (Order of 3/18/44)	$1,800.00	
To Assignee for commissions	187.20	$1,987.20
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	19.70	
Auditor	9.00	38.70

To Assignee for Expenses, viz:

Capital-Gazette Press - advertising sale	$ 57.00	
Capital-Gazette Press - handbills	7.25	
Capital-Gazette Press - Order Nisi on sale	5.00	
Capital-Gazette Press - Order Nisi on this acct.	5.00	
Fidelity & Deposit Co. - bond premium	20.00	
S. W. Pattison & Co. - auctioneer's fee	35.00	
Clerk of Court - recording assignments	3.00	
Juliet D. Strahorn - copy of testimony on exceptions	8.00	
Daily Record - printing brief	44.00	$184.25

To The Title Mortgage & Management Co., assignee of the mortgage filed herein - this balance on account claim filed 3,073.85

$5,284.00

Amount of mortgage claim filed	13,040.91	
Cr. Amount allowed as above	3,073.85	
Balance	$ 9,967.06	
Cr. Feb. 2 1943 Proceeds of Sale	5,000.00	
Interest on deferred payment of $4,000.00 for one year	240.00	5,240.00
Refund of cost of printing brief		44.00
		$5,284.00

ORDER NISI.

ORDERED, This 22nd., day of May, 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 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 23rd., day of June next.

Filed May 22" 1944. John H. Hopkins, 3rd., Clerk.

CERTIFICATE OF PUBLICATION Annapolis, Md., June 10, 1944.

We hereby certify, that the annexed Order Nisi - Cooper Apartment - Equity #8451 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 June, 1944. The first insertion being made the 23 day of May, 1944.

The Capital-Gazette Press, Inc.

Filed June 26" 1944 By Doris Spivey

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th day of June, 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 June 28" 1944

J. EDWARD ADKINS, JR., Attorney named	:	No. 8463 Equity
in Mortgage vs.	:	In the Circuit Court for
ALFRED R. WROY, JR. and EUNICE F. WROY,	:	Anne Arundel County.
his wife	:	

ORDER TO DOCKET SUIT and COMPLAINANT'S EXHIBIT A

Mr. Clerk:

Kindly docket suit in the above entitled cause and file the Mortgage herewith marked "Complainant's Exhibit A" in said proceedings, default having taken place in said Mortgage

Penniman Adkins & Calwell

Solicitors for Complainant

Filed Dec. 18" 1942.

COMPLAINANT'S EXHIBIT A.

MORTGAGE

THIS MORTGAGE, Made this 27th day of June, A.D. 1941, by and between ALFRED R. WROY, Jr., and EUNICE F. WROY, his wife of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Twenty-five Hundred Dollars ($2500.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Twenty-five Hundred Dollars ($2500.00), with interest from date at the rate of Four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Nineteen Dollars and thirteen Cents ($19.13), commencing on the first day of August, 1941, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 1956.

Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due without premium or penalty on the first day of any month prior to maturity: Provided, however, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to the date any such additional payment is made.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and

assigns, all those lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

Being and comprising Lots Nos. twenty-five (25) and twenty-six (26), in Block D, as laid down and shown on the Plat of Harmony Point (Plat A), which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book Liber W.M.B. No. 1 folio 34.

BEING the same property which by Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Ritz Realty Corporation to the said Mortgagors herein.

SUBJECT to the payment of the annual ground rent of Thirty-six Dollars, payable in equal semi-annual installments on the eleventh days of June and December.

In addition to granting and conveying to the party of the second part, its successors and assigns, the leasehold estate in the above described property, the mortgagor hereby grants and conveys unto the mortgagee, its successors and assigns, title to any other interest or estate, in the above described property, including title to the reversion in fee and the annual ground rent payable out of the aforesaid described property, which the said party of the first part may at any time hereafter acquire.

It is the intention of the parties to this mortgage that any and all interests and estates in the aforesaid described property which may now be owned by the mortgagor, his heirs, personal representatives and assigns, or which may be hereafter acquired shall enure to the benefit of the mortgagee, its successors and assigns, and be subject to the lien of this mortgage in the same manner and to all intents and purposes as if the mortgagor at the date of the execution of this mortgage owned and was vested with the title to all interest and estates in the above described property, which the mortgagor, his heirs, personal representatives and assigns, may acquire at any time prior to the payment of the mortgage debt secured by this mortgage in accordance with the terms hereof. In furtherance of the above grant of any after-acquired title to any interest or estate in the above described property, the mortgagor, for himself, his heirs, personal representatives and assigns, hereby stipulates, agrees and covenants with the mortgagee, its successors and assigns, that all the provisions of this mortgage, including the provisions for the foreclosure of this mortgage, as hereinafter set forth, shall and are intended to be applicable to any interest or estate in the above described property which may hereafter be acquired by the mortgagor, his heirs, personal representatives and assigns, as well to the leasehold estate in said property which is owned by the mortgagor at the date of the execution of this mortgage.

Together with all rents and other revenues thereof and all tenements, hereditaments and appurtenances thereunto belonging and all buildings and improvements thereon and all plumbing, heating and lighting fixtures and equipment now or hereafter installed by Mortgagor and all of the property hereinbefore mentioned is hereinafter referred to as "mortgaged property";

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the annual rent aforesaid.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage at the expense of the Mortgagor, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee; but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Mortgagor will repay to Mortgagee, immediately and without demand, all funds hereafter advanced by Mortgagee pursuant to any covenant or agreement herein contained or for any purpose, with interest thereon from date of advance until repaid, at the rate of Four and one-half per centum (4½%) per annum, and will pay promptly when due and payable all indebtedness evidenced by the mortgage debt secured hereby.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the mortgage debt secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until said note is fully paid, the following sums:

(a) If this mortgage and the mortgage debt secured hereby are reported for insurance under the provisions of Title 1 of the National Housing Act, one-twelfth (1/12) of one-half of one per centum (½%) of the original principal amount of the said mortgage debt for the purpose of putting the Mortgagee in funds with which to discharge its obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title 1 of the National Housing Act, as amended, and regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Administrator.

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments.

(c) A sum equal to one-twelfth (1/12) of one-half of one per centum (1/2%) of the amount of principal then remaining unpaid under the mortgage debt as a service charge,

which sum is more particularly to cover the expenses of handling the monthly payments on account of taxes, assessments, and fire and other hazard insurance hereinafter provided for, and to cover the other servicing costs in connection with this mortgage and the said mortgage debt secured hereby.

(d) All payments mentioned in the three preceding subsections of this paragraph and all payments to be made under the mortgage debt secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) Insurance charges due the Federal Housing Administrator;

(11) Service charge as set forth in subsection (c) above;

(111) Ground rents, taxes, special assessments, fire and other hazard insurance premiums;

(1v) Interest on the mortgage debt secured hereby; and

(v) Amortization of the principal of said debt.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt.

4. Mortgagor will pay, when due and payable, all taxes, assessments and other governmental charges, fines or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by Mortgagor, the Mortgagee may pay the same and Mortgagor hereby waives any irregularities or defects in the levy or assessment and agrees that a receipt by the proper

officer shall be conclusive evidence both as to the amount and validity of taxes or other governmental charges paid by Mortgagee.

5. Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by Mortgagee, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. Mortgagor will permit Mortgagee, its agents or representatives, to inspect the mortgaged property at any time; will maintain the mortgaged property free from waste or nuisance of any kind and in good condition, and make all repairs, replacements, improvements and additions which may be necessary to preserve and maintain the mortgaged property and the value thereof; will comply with all laws, ordinances and regulations and all covenants, conditions and restrictions of any kind, affecting said property or its use; will not alter, destroy or remove any of the buildings, improvements, fixtures or other property covered by this mortgage, or permit the same to be altered, destroyed, removed or used for any purpose other than that for which it is now used, without first obtaining the permission in writing of the Mortgagee; will complete in a good workmanlike manner any building which is being or may be constructed or repaired thereon; will pay when due all claims for labor performed and material furnished, and will not permit any lien of mechanics or material men to attach to mortgaged property.

7. All judgments, decrees and awards for injury or damange to the mortgaged property and all awards pursuant to proceedings for condemnation thereof are hereby assigned in their entirety to Mortgagee, who may apply the same to the indebtedness secured hereby in such manner as it may elect.

8, Every right and remedy provided in this mortgage shall be cumulative of every other right or remedy of Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith.

9. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a re-

ceiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

10. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

11. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

Mortgagor hereby waives, to the extent permitted by law, the benefits of all valuation appraisement, dower, homestead, exemption, stay, redemption and moratorium laws of the State of Maryland, now in force or which may hereafter become laws.

The unenforceability or invalidity or any one or more provisions, clauses, sentences and/or paragraphs hereof shall not render any other provisions, clauses, sentences and/or paragraphs herein contained unenforceable or invalid.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness: Alfred R. Wroy, Jr. (SEAL)

Clara M. Link Eunice F. Wroy (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE TO WIT:

I Hereby Certify, That on this 27th day of June, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Alfred R. Wroy, Jr. and Eunice F. Wroy, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared J. Berch Haviland, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Clara M. Link

Notary Public.

Filed Dec. 18th 1942.

FOR VALUE RECEIVED, the Baltimore Federal Savings and Loan Association hereby assigns the aforegoing Mortgage and the debt thereby secured to THE RFC MORTGAGE COMPANY, this 8th day of September, 1941, without recourse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of JOSEPH M. HISLEY, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

ATTEST: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider, Secretary. By: Joseph M. Hisley, Vice-President.

Received for Record Sept. 11, 1941 at 10-15 o'clock A.M. Same day Recorded in Liber J.H.H. No. 239 Folio 122 etc., one of the Land Records of Anne Arundel County.

STATEMENT OF MORTGAGE CLAIM.

To amount of loan dated June 27th, 1941 from Baltimore Federal Savings and Loan Association to Alfred R. Wroy, Jr. and Eunice F. Wroy, his wife, and secured by Mortgage on property situate in Anne Arundel County, Maryland, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 239, folio 116 (which said Mortgage was short assigned by Baltimore Federal Savings and Loan Association to The RFC Mortgage Company by Assignment dated September 8th, 1941, and recorded among the Land Records aforesaid in

Liber J.H.H. No. 239, folio 122)	$2,500.00
Payments on Account of Principal	129.71
Balance Due on Principal	2,370.29
Interest to January 22, 1943	50.14
	2,420.43
Amount advanced for care and preservation of security with interest thereon to January 22, 1943	18.05
	2,438.48
Less Amount held for Expenses	23.73
Balance Due as of January 22, 1943	$2,414.75

Statement of Mortgage Claim Approved
The RFC Mortgage Company, Assignee of Baltimore
Federal Savings and Loan Association
By Wm. B. Cloe, Agent

J. Edward Adkins, Jr.
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 18th day of January, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared J. EDWARD ADKINS, JR., Attorney Named in Mortgage, the Plaintiff in the above entitled case, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the Mortgage in said cause due as of January 22, 1943 and unpaid, to the best of his knowledge, information and belief.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL)

Mary M. Sauerwein
Notary Public.

Filed Jany. 21st. 1942.

BOND.

KNOW ALL MEN BY THESE PRESENTS:

That we, J. Edward Adkins, Jr., 19 East Fayette Street, Baltimore, Maryland, as Principal and the Indemnity Insurance Company of North America, a corporation of the State of Pennsylvania, as Surety are held and firmly bound unto the State of Maryland in the full and just sum of Twenty-five Hundred and 00/100 Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 19th day of January in the year nineteen hundred and forty-three.

WHEREAS, the above bounden J. Edward Adkins, Jr. by virtue of the power contained in a mortgage from Alfred R. Wroy, Jr. and Eunice F. Wroy, his wife to Baltimore Federal Savings and Loan Association bearing date the 27th day of June nienteen hundred and forty-one and recorded among the Mortgage Records of Anne Arundel County in Liber JHH No. 239 Folio 116 and J. Edward Adkins, Jr. is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH:

That if the above bounden J. Edward Adkins, Jr. do and shall well and truly and 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
Mary M. Sauerwein
Lenore Z. Kelly

J. Edward Adkins, Jr. (SEAL)

(CORPORATE SEAL) INDEMNITY INSURANCE COMPANY OF NORTHAMERICA
By Rubin P. Henneberger
Attorney-in-Fact.

Filed January 21" 1943.

REPORT OF SALE.

J. Edward Adkins, Jr., Attorney
Named in Mortgage vs.
Alfred R. Wroy, Jr. and Eunice
F. Wroy, his wife.

No. 8463 Equity
In the Circuit Court
for
Anne Arundel County.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of J. Edward Adkins, Jr., Attorney Named in Mortgage dated June 27th 1941 from Alfred R. Wroy, Jr. and Eunice F. Wroy, his wife, to Baltimore Federal Savings and Loan Association, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 239, folio 116, which Mortgage was short assigned by Baltimore Federal Savings and Loan Association to The RFC Mortgage Company on September 8th, 1941, and recorded among the Land Records aforesaid in Liber J.H.H. No. 239, folio 116, and which Mortgage is filed in said cause pending, respectfully shows that after giving bond with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, J. Edward Adkins, Jr., Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 22nd day of January, 1943, at three o'clock P. M. attend on the premises and then and there sold the property described in said Mortgage, which property is more particularly described as follows:

BEING AND COMPRISING Lots Nos. twenty-five (25) and twenty-six (26), in Block D, as laid down and shown on the Plat of Harmony Point (Plat A), which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book Liber W.M.B. No. 1, folio 34.

TERMS OF SALE: All cash upon ratification of said sale by the Circuit Court of Anne Arundel County. A cash deposit of $300 will be required of the purchaser at the time and place of sale. Balance of purchase price to bear interest from date of sale. Taxes and all other expenses to be adjusted to the day of sale.

The said property was sold as aforesaid to The RFC Mortgage Company at and for the sum of Two Thousand Dollars ($2,000.00), subject to an annual ground rent of Thirty-six Dollars ($36.00), the said purchaser being then and there the highest bidder.

J. Edward Adkins, Jr. Attorney Named
in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 23rd day of January, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared J. EDWARD ADKINS, Jr. Attorney Named in Mortgage, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary M. Sauerwein

Notary Public

ORDER NISI.

Ordered, this 26th day of January, 1943, That the sale of the property mentioned in these proceedings made and reported by J. Edward Adkins ,Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th 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 27th day of February next.

The report states that the amount of sales to be $2000.00

John H. Hopkins, 3rd., Clerk.

Filed Jany. 26" 1943

CERTIFICATE OF PUBLICATION Annapolis, Md., March 2, 1943.

We hereby certify, that the annexed Order Nisi - Equity No. 8463 - Alfred R. Wroy, Jr. & 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 27th day of February, 1943. The first insertion being made the 28th day of January, 1943.

THE CAPITAL-GAZETTE PRESS, Inc.

By Florence Osrey

ORDERED BY THE COURT, This 11th 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 Aug. 11" 1943.

AFFIDAVIT AS TO MILITARY SERVICE.

I HEREBY CERTIFY that on this 9th day of April, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared J. EDWARD ADKINS, JR., who made oath in due form of law as follows:

That Alfred R. Wroy, Jr., one of the defendants in the above entitled case, from information received, is now employed and has been employed by Bethlehem Steel Company, Sparrows Point, Maryland, and that on January 22nd, 1943, the date on which the property was sold at foreclosure sale, the said Alfred R. Wroy, Jr. was not and had not been within three months next prior thereto in the milirary service of the United States; and that the said Alfred R. Wroy, Jr. is not at the present time in said military servive as de-

fined by the Soldiers' and Sailors' Relief Act of 1940, and amendments thereto; the said Eunice F. Wroy, wife of Alfred R. Wroy, Jr., one of the defendants in the above entitled case, was at the time of foreclosure sale, and is now a housewife; and that the said Alfred R. Wroy,Jr. and Eunice F. Wroy, his wife, were on the date of said foreclosure sale the owners of the leasehold property mentioned in these proceedings, and they they did not hold it in trust for any other person.

J. Edward Adkins, Jr.

Subscribed and sworn to before me this
9th day of April, 1943.

Mary M. Sauerwein

(NOTARIAL SEAL) Notary Public

Filed April 10" 1943.

My Commission Expires May 3" 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. J. Edward Adkins, Jr., Attorney named in Mortgage, vs Alfred R. Wroy, Jr., and Wife in ac. with J. Edward Adkins, Jr., Attorney named in Mortgage

To Attorney for fee	$ 50.00	
To Attorney for commissions, as agreed	75.00	$ 125.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	14.75	
Auditor	9.00	33.75
To Attorney for Expenses, viz:		
Capital-Gazette Press - sale advertising	32.00	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
Lauber & Roloson,Inc.-bond premium	10.00	
E. T. Newell & Co., Inc.- Auctioneer	15.00	
Clerk of Court - recording assignment	.75	
Mary M. Sauerwein - notary fees	.75	68.50
To The RFC Mortgage Company, assignee - this balance on account of mortgage claim		1,772.75
		$2,000.00

Amount of mortgage claim filed	2,414.75
Cr. Amount allowed as above	1,772.75
Balance subject to decree in personam	642.00

Cr. Jan. 22 1943 Proceeds of sale $2,000.00

ORDER NISI.

ORDERED, This 26" day of August, 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 28 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 28" day of September next.

John H. Hopkins, 3rd., Clerk.

Filed August 26" 1943.

In the Matter of the Sale of the Mortgaged Real Estate of Howard N. Kennedy and Kathryn E. Kennedy, his wife.	:	No. 6467 Equity In the Circuit Court for Anne Arundel County.

Order to docket suit, Original Mortgage and Assignment.

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

Irving H. Mezger, Attorney, Assignee

MORTGAGE

THIS MORTGAGE, made this 26th day of July in the year one thousand nine hundred and thirty-nine, by and between, HOWARD N. KENNEDY and KATHRYN E. KENNEDY, his wife, of Baltimore City, in the State of Maryland, parties of the first part, Mortgagors; and SEBASTIAN HAUG and PAULINE HAUG, his wife, of Anne Arundel County, in the State of Maryland, parties of the second part, Mortgagees.

WHEREAS, the said Mortgagors stand bona fide indebted unto the said Mortgagees in the full and just sum of Twenty-four Hundred Dollars ($2400.00), being part of the purchase price for the property hereinafter described, which said principal sum of money the said Mortgagors hereby covenant and agree to repay unto the said Mortgagees in instalments as follows: in nineteen quarter-yearly instalments of Sixty Dollars ($60.00) each, payable

respective__ three, six, nine, twelve, fifteen, eighteen, twenty-one, twenty-four, twenty-seven, thirty, thirty-three, thirty-six, thirty-nine, forty-two, forty-five, forty-eight, fifty-one, fifty-four and fifty-seven months from the date hereof, and a final instalment being for the balance of said principal indebtedness, to wit, the sum of Twelve Hundred and Sixty Dollars ($1260.00), payable at the expiration of five years from the date hereof, together with interest to accrue thereon at the rate of six per cent per annum, payable quarter-yearly, upon the unpaid balances of the principal indebtedness due hereunder; both principal and interest being payable in lawful money of the United States of America; and

WHEREAS, it is further understood, covenanted and agreed by and between the parties hereto, for themselves, their heirs, personal representatives and assigns, that prior to the date of maturity hereof and prior to default in any of the covenants and conditions of the within Mortgage, the said parties of the first part, Mortgagors, shall have the right and privilege of making additional payments on account of the principal indebtedness hereby secured on any interest payment date; interest to abate proportionately from the date of any and all such prepayments; and

WHEREAS, it was a condition precedent to the granting of said loan that it be secured by a Mortgage, wherefore these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, the said parties of the first part, Mortgagors, do hereby grant and convey unto the said parties of the second part, Mortgagees, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, all that tract of ground situate in the Fifth Election District of Anne Arundel County, in the State of Maryland, and described as follows, that is to say:

BEGINNING, for the same at the end of the seventh line of the whole tract of land, and running with and binding on the eighth and ninth lines of said land as now bounded, north fifty-three degrees thirty-six minutes east five hundred nineteen and seventy-five one-hundredths feet to a stone, north ten degrees nineteen minutes east two hundred fourteen and two-tenths feet to a stone; thence binding on a lot of ground recently conveyed to Brauer, north twelve degrees thirty-five minutes east four hundred forty-five and five-tenths feet to a stake at the end of the thirteenth line of said whole tract of land, thence north eighty-six degrees four minutes west three hundred eighty-two and eight-tenths feet, north seventy-seven degrees eighteen minutes west one hundred sixty-one and seven-tenths feet to a red oak, north seventy-eight degrees eighteen minutes west one hundred eighty-six and four-tenths feet to a stake, south fifty-one degrees forty-five minutes west two hundred seventy-three and nine-tenths feet to a Hickory Tree, south forty-four degrees, thirty-seven minutes west one hundred and sixty feet to a Black Oak Tree, thence south fifty-six degrees six minutes west two hundred and twenty-nine and three-tenths feet to a Black Oak Tree, south fifty-six degrees thirty-six minutes west two hundred forty-four and two-tenths feet to a stake, south ten degrees twenty-nine minutes east five hundred forty-six and six-tenths feet to a large stone on the side of a road, a corner of Mr. Weisner's land, and north eighty-seven degrees fifty-two minutes east seven hundred ninety-two and four-tenths feet to the place of beginning. Containing twen-

ty-five and thirty-two one-hundredths acres of land.

BEING, the same property described in a Deed from Sebastian Haug and wife to the within named Mortgagors, dated of even date herewith and duly recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER WITH the use in common of a right-of-way in, over and upon the private roadway leading through the premises of Bruner R. Anderson towards Hanover and the use in common of the right-of-way and outlet of the roadway now used and enjoyed passing through part of the general tract of said Bruner R. Anderson connecting with the public road leading from Dorsey Station to Harman Station on the Pennsylvania Railroad, said last mentioned outlet to be continued to said public road as near as it is physically possible in a straight line from the point where said road passed through the woods to the public road to the end that said private road may be shortened so that the said Howard N. Kennedy and wife may have a more convenient outlet to connect with the public road leading from Dorsey's Station to Hanover Station as aforesaid.

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said lot of land, with the improvements and appurtenances aforesaid, unto the said parties of the second part, Mortgagees, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, forever.

PROVIDED that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this mortgage shall be void.

BUT upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

AND upon any default in the terms of this mortgage, a sale may be made by the said mortgagees, their personal representatives, or assigns, or by their attorney under Article 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 mortgagees, their personal representatives, or assigns, or to the party selling under the power of sale in

connection with any contested matter in the proceedings then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under a decree of a court of equity in Maryland; second, to the payment of all claims of the mortgagees, their personal representatives, 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 to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, public dues and charges the said Mortgagors for themselves, their heirs, and assigns, covenant to pay when legally due, and upon payment thereof to exhibit to the mortgagees the receipted bills thereof, at the place of business of the mortgagees, or their agent.

And upon any default in any of the covenants of this mortgage, the 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 mortgagees 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 mortgagees, and to cause all of the policies covering said premises to be so framed or indorsed as in case of fire to inure to the benefit of the said mortgagees, their personal representatives, or assigns, to the extent of their lien or claim under this mortgage, and to deliver all of the policies covering said premises to the mortgagees, to be kept by the mortgagees. And in the event of any loss by fire the insurance company or companies are hereby directed by the mortgagors to make payment for such loss to the mortgagees only, and not to the mortgagors and mortgagees jointly; such payment at the option of the mortgagees may be applied to the extinguishment of the principal, interest and expenses secured by this mortgage whether then due or not, but shall not exceed the amount payable under this mortgage; provided that the mortgagees in lieu of such application may, in writing, consent to the use by the mortgagors of said insurance money for the reconstruction of the improvements on the mortgaged property.

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 within named Mortgagors.

WITNESS Howard N. Kennedy (SEAL)

George C. Wiedersum Kathryn E. Kennedy (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY that on this 26th day of July, in the year one thousand nine hundred and thirty-nine, before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared HOWARD N. KENNEDY and KATHRYN E. KENNEDY, his wife, the within named Mortgagors, and they acknowledged the aforegoing mortgage to be their respective act.

At the same time also personally appeared Sebastian Haug one of the within named mortgagees and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth;

In Testimony Whereof, I have affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) George C. Wiedersum

Notary Public.

Filed Dec. 29" 1942.

Baltimore, Maryland, October 7th, 1942.

We hereby assign the within described mortgage to Irving H. Mezger, attorney, for purpose of foreclosure.

As witness our hands and seals.

Witness: Sebastian Haug (SEAL)

Margaret G. Pilsch Pauline Haug (SEAL)

Received for Record 29" day of Dec 1942, at 3-30 o'clock P.M. and the same day recorded in Liber J.H.H., No. 207, Fol 21, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

AFFIDAVIT OF MILITARY STATUS.

I do hereby make oath that the Defendants in this case are not in the Military Service of the United States as defined in the Soldier's and Sailor's Civil Relief Act of 1940.

Sebastian Haug

Subscribed and sworn to this 22nd day of January, 1943.

(NOTARIAL SEAL) Samuel D. Beitler

Notary Public.

Filed Jany. 26" 1943.

BOND.

KNOW ALL MEN BY THESE PRESENTS, That We, Irving H. Mezger 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 $2500.00 Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this ___ day of January, Nineteen Hundred and forty-three

WHEREAS, by virtue of a sale contained in a mortgage from Howard N. Kennedy & Kathryn E., his wife to Sebastian Haug & Pauline Haug, his wife bearing date on or about

the 26th day of July Nineteen Hundred and thirty-nine the said Irving H. Mezger is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Irving H. Mezger is about to execute said power and make sale of the property described as aforesaid in said mortgage. NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Irving H. Mezger 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.

Irving H. Mezger (SEAL)
Attorney Assignee

(CORPORATE SEAL) EAGLE INDEMNITY COMPANY
By: Benjamin Michaelson
Attorney-in-fact.

Filed January 26" 1943.

STATEMENT OF MORTGAGE DEBT.

Principal amount of mortgage, July 16th, 1939, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 207, folio 17, etc.	$2400.00
Interest to January 26th, 1943	437.24
	$2837.24
Paid on account to date of last payment, July 3rd, 1942 -	785.73
Balance due as of January 26th, 1943	$2051.51

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29th day of January, in the year nineteen hundred and forty-three, before me, a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared Sebastian Haug, one of the mortgagees named in said mortgage, 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) A. Evelyn Bishop
My Commission Expires May 3rd, 1943. Notary Public.

Filed Jany. 30th. 1943.

In the Matter of the Sale of the Mortgage Real Estate of Howard N. Kennedy and Kathryn E. Kennedy, his wife.

No. 8467 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 Irving H. Mezger, Attorney, Assignee, under and by virtue of the power and authority contained in the mortgage filed in these proceedings, respectfully shows that after giving bond with security for the faithful discharge of his duties which was duly approved, and having given notice of the time, place, manner, and terms of

sale, by advertisements inserted in the Maryland Gazette, a newspaper published in the County of Anne Arundel, for more than three successive weeks preceding the day of sale, the said Assignee did, pursuant to said notice, on the first day of February, 1943, at 4 o'clock, P.M., attend at the Court House door at Annapolis, in the State of Maryland, and then and there sold the fee-simple property described in the said mortgage filed in these proceedings to Mary Gunther, at and for the sum of Fifteen hundred ($1500.00) Dollars, all taxes and expenses to be adjusted to the date of sale.

Irving H. Mezger, Attorney, Assignee

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 8th day of February, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, aforesaid, personally appeared Irving H. Mezger, Attorney, Assignee, 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 therein reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) A. Evelyn Bishop

My Commission Expires May 3rd, 1943. Notary Public.

ORDER NISI.

Ordered, this 10th day of February, 1943, That the sale of the property mentioned in these proceedings made and reported by Irving H. Mezger, Attorney, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th, 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 13th., day of March next.

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

John H. Hopkins, 3rd., Clerk.

Filed Feby. 10" 1943

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 2, 1943

We hereby certify, that the annexed Order Nisi Equity No. 8467 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of March, 1943. The first insertion being made the 11th day of February, 1943.

The Capital-Gazette Press, Inc.

By Florence Ossry.

ORDERED BY THE COURT, This 24th day of March, 19__ that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, C.J.

Filed March 24, 1943.

In the Matter of the Sale of the Mortgaged Real Estate of Howard H. Kennedy and Kathryn E. Kennedy, his wife.

No. 8467 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 the 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 Howard N. Kennedy and Kathryn E. Kennedy, his wife in ac. with Irving H. Mezger, Assignee

To Assignee for fee	$ 50.00	$
To Assignee for Commissions	76.50	126.50
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	11.65	
Auditor	9.00	30.65
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale order nisi on	12.75	
Capital-Gazette Press - report of sale order nisi on	5.00	
Capital-Gazette Press - auditor's acct.	5.00	
George W. Scible, auctioneer	10.00	
Eagle Indemnity Co. - bond premium	10.00	
Clerk of Court - recording assignment	.75	
One-half Federal revenue stamps	.83	
One-half State revenue stamps	.75	
A. Evelyn Bishop - notary fees	.50	45.58
To Assignee for Taxes, viz:		
1942 State & County taxes	39.38	
1943 State & County taxes ($37.02-adj.)	3.09	42.47
To Sebastian Haug and Pauline Haug, his wife, mortgagees - this balance on account mortgage claim		1,254.80
		$1,500.00
Amount of mortgage claim filed	2,051.51	
Cr. Amount allowed as above	1,254.80	
Balance subject to decree in personam	796.71	
Cr. Feb. 1, 1943 Proceeds of Sale		$1,500.00

ORDER NISI.

ORDERED, This 30th., day of March, 1943, That the Report and Account of the Auditor filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to

the contrary be shown on or before the 30th day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th., day of April next.

John H. Hopkins, 3rd., Clerk.

Filed March 30" 1943

CERTIFICATE OF PUBLICATION Annapolis, Md., April 28, 1943.

We hereby certify, that the annexed Order Nisi- Aud. Acct. -Equity 8467- Howard N. Kennedy was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of April, 1943, The first insertion being made the 1st. day of April, 1943.

The Capital-Gazette Press, Inc.
By Lillie L. French,

Filed April 28th., 1943.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, THIS 4th day of May, 1943, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the 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 May 4, 1943.

J. EDWARD ADKINS, JR., Attorney Named in Mortgage	:	No. 8468 Equity
	:	In the Circuit Court for
vs.	:	Anne Arundel County.
WILLIAM T. PEDDICORD and BETTIE L. PEDDICORD, his wife.	:	

ORDER TO DOCKET SUIT and COMPLAINANT'S EXHIBIT A

Mr. Clerk:

Kindly docket suit in the above entitled cause and file the Mortgage herewith marked "Complainant's Exhibit A" in said proceedings, default having taken place in said Mortgsge.

Penniman Adkins & Calwell
Solicitors for Complainant

Filed Dec. 30" 1942.

COMPLAINANT'S EXHIBIT A

MORTGAGE

THIS MORTGAGE, Made this 27th day of June, A.D. 1941, by and between WILLIAM T. PEDDICORD and BETTIE L. PEDDICORD, his wife of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Twenty-five Hundred Dollars ($2500.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of

the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Twenty-five Hundred Dollars ($2500.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Nineteen Dollars and thirteen Cents ($19.13), commencing on the first day of August, 1941, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 1956.

Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due without premium or penalty on the first day of any month prior to maturity: Provided, however, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to the date any such additional payment is made.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

Being known and designated as Lots Nos. twenty-seven (27) and twenty-eight (28) in Block D, as laid down and shown on the Plat of Harmony Point, (Plat A) which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book Liber W.M.B. No. 1, folio 34.

BEING the same lots of ground which by Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and assigned by Ritz Realty Corporation to the said Mortgagors herein.

SUBJECT to the payment of the annual ground rent of Thirty-six Dollars, payable in equal semi-annual installments on the eleventh days of June and December.

In addition to granting and conveying to the party of the second part, its successors and assigns, the leasehold estate in the above described property, the mortgagor hereby grants and conveys unto the mortgagee, its successors and assigns, title to any other interest or estate, in the above described property, including title to the reversion in fee and the annual ground rent payable out of the aforesaid described property, which the said party of the first part may at any time hereafter acquire.

It is the intention of the parties to this mortgage that any and all interests and estates in the aforesaid described property which may now be owned by the mortgagor, his heirs, personal representatives and assigns, or which may be hereafter acquired shall

enure to the benefit of the mortgagee, its successors and assigns, and be subject to the lien of this mortgage in the same manner and to all intents and purposes as if the mortgagor at the date of the execution of this mortgage owned and was vested with the title to all interest and estates in the above described property, which the mortgagor, his heirs, personal representatives and assigns, may acquire at any time prior to the payment of the mortgage debt secured by this mortgage in accordance with the terms hereof. In furtherance of the above grant of any after-acquired title to any interest or estate in the above described property, the mortgagor, for himself, his heirs, personal representatives and assigns, hereby stipulates, agrees and covenants with the mortgagee, its successors and assigns, that all the provisions of this mortgage, including the provisions for the foreclosure of this mortgage, as hereinafter set forth, shall and are intended to be applicable to any interest or estate in the above described property which may hereafter be acquired by the mortgagor, his heirs, personal representatives and assigns, as well to the leasehold estate in said property which is owned by the mortgagor at the date of the execution of this mortgage.

Together with all rents and other revenues thereof and all tenements, hereditaments and appurtenances thereunto belonging and all buildings and improvements thereon and all plumbing, heating and lighting fixtures and equipment now or hereafter installed by Mortgagor and all of the property hereinbefore mentioned is hereinafter referred to as "mortgaged property";

To Have and To Hold the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the annual rent aforesaid.

Provided, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage at the expense of the Mortgagor, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee; but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Mortgagor will repay to Mortgagee, immediately and without demand, all funds hereafter advanced by Mortgagee pursuant to any covenant or agreement herein contained or for

any purpose, with interest thereon from date of advance until repaid, at the rate of Four and one-half per centum (4½%) per annum, and will pay promptly when due and payable all indebtedness evidenced by the mortgage debt secured hereby.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the mortgage debt secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until said note is fully paid, the following sums:

(a) If this mortgage and the mortgage debt secured hereby are reported for insurance under the provisions of Title 1 of the National Housing Act, one-twelfth (1/12) of one-half of one per centum (½%) of the original principal amount of the said mortgage debt for the purpose of putting the Mortgagee in funds with which to discharge its obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title 1 of the National Housing Act, as amended, and regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Administrator.

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments.

(c) A sum equal to one-twelfth (1/12) of one-half of one per centum (1/2%) of the amount of principal then remaining unpaid under the mortgage debt as a service charge, which sum is more particularly to cover the expenses of handling the monthly payments on account of taxes, assessments, and fire and other hazard insurance hereinafter provided for, and to cover the other servicing costs in connection with this mortgage and the said mortgage debt secured hereby.

(d) All payments mentioned in the three preceding subsections of this paragraph and all payments to be made under the mortgage debt secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) Insurance charges due the Federal Housing Administrator;

(II) Service charge as set forth in subsection (c) above;

(III) Ground rents, taxes, special assessments, fire and other hazard insurance premiums;

(IV) Interest on the mortgage debt secured hereby; and

(V) Amortization of the principal of said debt.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days

in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt.

4. Mortgagor will pay, when due and payable, all taxes, assessments and other governmental charges, fines or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by Mortgagor, the Mortgagee may pay the same and Mortgagor hereby waives any irregularities or defects in the levy or assessment and agrees that a receipt by the proper officer shall be conclusive evidence both as to the amount and validity of taxes or other governmental charges paid by Mortgagee.

5. Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by Mortgagee, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the in-

debtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. Mortgagor will permit Mortgagee, its agents or representatives, to inspect the mortgaged property at any time; will maintain the mortgaged property free from waste or nuisance of any kind and in good condition, and make all repairs, replacements, improvements and additions which may be necessary to preserve and maintain the mortgaged property and the value thereof; will comply with all laws, ordinances and regulations and all covenants, conditions and restrictions of any kind, affecting said property or its use; will not alter, destroy or remove any of the buildings, improvements, fixtures or other property covered by this mortgage, or permit the same to be altered, destroyed, removed or used for any purpose other than that for which it is now used, without first obtaining the permission in writing of the Mortgagee; will complete in a good workmanlike manner any building which is being or may be constructed or repaired thereon; will pay when due all claims for labor performed and material furnished, and will not permit any lien of mechanics or material men to attach to mortgaged property.

7. All judgments, decrees and awards for injury or damage to the mortgaged property and all awards pursuant to proceedings for condemnation thereof are hereby assigned in their entirety to Mortgagee, who may apply the same to the indebtedness secured hereby in such manner as it may elect.

8. Every right and remedy provided in this mortgage shall be cumulative of every other right or remedy of Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith.

9. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

10. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

11. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mort-

gagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

Mortgagor hereby waives, to the extent permitted by law, the benefits of all valuation, appraisement, dower, homestead, exemption, stay, redemption and moratorium laws of the State of Maryland, now in force or which may hereafter become laws.

The unenforceability or invalidity of any one or more provisions, clauses, sentences and/or paragraphs hereof shall not render any other provisions, clauses, sentences and/or paragraphs herein contained unenforceable or invalid.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness: William T. Peddicord (SEAL)

Clara M. Link Bettie L. Peddicord (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 27th day of June, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William T. Peddicord and Bettie L. Peddicord, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared J. Berch Haviland, the Agent of the with-

in body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Clara M. Link

Notary Public.

Filed Dec. 30th. 1942.

FOR VALUE RECEIVED, the Baltimore Federal Savings and Loan Association hereby assigns the aforegoing Mortgage and the debt thereby secured to THE RFC MORTGAGE COMPANY, this 8th day of September, 1941, without recourse, representation or warranty.

WITNESS: the signature of said body corporate seal hereto affixed, duly attested by its Secretary.

ATTEST: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider,

Secretary. By: Joseph M. Hisley, Vice-President

Received for Record Sept. 11, 1941, at 10-15 o'clock A.M. Same day Recorded in Liber J.H.H. No. 238 Folio 139 etc., one of the Land Records of Anne Arundel County and examined.

John H. Hopkins, 3rd, Clerk.

STATEMENT OF MORTGAGE CLAIM.

To amount of loan dated June 27th, 1941 from Baltimore Federal Savings and Loan Association to William T. Peddicord and Bettie L. Peddicord, his wife, and secured by Mortgage on property situate in Anne Arundel County, Maryland, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 238, folio 133, (which said Mortgage was short assigned by Baltimore Federal Savings and Loan Association to The RFC Mortgage Company by Assignment dated September 8th, 1941 and recorded among the Land Records aforesaid in Liber J.H.H. No. 238, folio 139) $2,500.00

Payments on Account of Principal	191.74
Balance Due on Principal	2,308.26
Interest from February 1, 1943 to August 9, 1943	53.60
	2,361.86
Overdrawn expense account	25.57
Amount due as of August 9th, 1943	2,387.43

Statement of Mortgage Claim Approved

THE RFC MORTGAGE COMPANY, Assignee of Baltimore Federal Savings and Loan Association

By: Wm. B. Cloe, Agent.

J. Edward Adkins, Jr.

Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 4th day of August, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared J. EDWARD ADKINS, JR., Attorney Named in Mortgage, the Plaintiff in the above entitled case, and made oath in due form of law that the foregoing is a true state-

ment of the amount of the mortgage claim under the Mortgage in said cause due as of August 9th, 1943 and unpaid, to the best of his knowledge, information and belief.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary M. Sauerwein

Notary Public

Filed Aug. 9" 1943.

BOND.

KNOW ALL MEN BY THESE PRESENTS.

That we, J. Edward Adkins, Jr., 19 East Fayette Street, Baltimore, Maryland, as Principal, and Indemnity Insurance Company of North America, a Corporation of the State of Pennsylvania, Philadelphia, as Surety are held and firmly bound unto the State of Maryland in the full and just sum of Twenty-five Hundred and 00/100 Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 4th day of August in the year nineteen hundred and forty-three.

WHEREAS, the above bounden J. Edward Adkins, Jr. by virtue of the power contained in a mortgage from William T. Peddicord and Bettie L. Peddicord, his wife to Baltimore Federal Savings and Loan Association bearing date the 27th day of June nienteen hundred and forty-one and recorded among the Mortgage Records of Anne Arundel County in Liber JHH No. 238 Folio 133 and J. Edward Adkins, Jr. is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH:

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

Signed, Sealed and Delivered J. Edward Adkins, Jr. (SEAL)

in the presence of (CORPORATE SEAL) INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (SEAL)

Mary M. Sauerwein

Lenore Z. Kelly By: Frank O. Buchman, Attorney-in-Fact.

Filed August 9" 1943.

J. Edward Adkins, Jr., Attorney Named in Mortgage No. 8468 Equity

vs. In the Circuit Court for

William T. Peddicord and Bettie L. Peddicord, his wife. Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of J. Edward Adkins, Jr., Attorney Named in Mortgage dated June 27th, 1941 from William T. Peddicord and Bettie L. Peddicord, his wife, to Baltimore Federal Savings and Loan Association, and recorded among the Land Records of Anne Arundel

County in Liber J.H.H. No. 238, folio 133, which Mortgage was short assigned by Baltimore Federal Savings and Loan Association to The RFC Mortgage Company on September 8th, 1941, and recorded among the Land Records aforesaid in Liber J.H.H. No. 238, folio 139, and which Mortgage is filed in said cause pending, respectfully shows that after giving bond with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, J. Edward Adkins, Jr., Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 9th day of August, 1943, at three o'clock P.M. attend on the premises and then and there sold the property described in said Mortgage, which property is more particularly described as follows:

BEING known and designated as Lots Nos. twenty-seven (27) and Twenty-eight (28) in Block D, as laid down and shown on the Plat of Harmony Point, (Plat A) which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book Liber W.M.B. No. 1, folio 34.

TERMS OF SALE: All cash upon ratification of said sale by the Circuit Court of Anne Arundel County. A cash deposit of $300 will be required of the purchaser at the time and place of sale. Balance of purchase price to bear interest from date of sale. Taxes and all other expenses to be adjusted to the day of sale.

The said property was sold as aforesaid to The RFC Mortgage Company at and for the sum of Two Thousand Dollars ($2,000.00), subject to an annual ground rent of Thirty-six Dollars ($36.00), the said purchaser being then and there the highest bidder.

J. Edward Adkins, Jr.
Attorney Named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 10th day of August, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared J. EDWARD ADKINS, JR., Attorney Named in Mortgage, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary M. Sauerwein
Notary Public.

ORDER NISI.

Ordered, this 11th day of August, 1943, That the sale of the property mentioned in these proceedings made and reported by J. Edward Adkins, Attorney named in Mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 11th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of September next.

The report states that the amount of sales to be $2000.00

John H. Hopkins, 3rd., Clerk.

Filed Aug. 11" 1943.

CERTIFICATE OF PUBLICATION Annapolis, Md., Sept. 15, 1943

We hereby certify, that the annexed Order Nisi - Sale - William T. Peddicord was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of September, 1943. The first insertion being made the 12th day of August, 1943.

THE CAPITAL-GAZETTE PRESS, Inc.
By Ellen Cole

Filed Sept. 15th, 1943.

ORDERED BY THE COURT, This 16th day of September, 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 Sept. 16, 1943.

AFFIDAVIT AS TO MILITARY SERVICE.

I HEREBY CERTIFY that on this 15th day of September, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared J. EDWARD ADKINS, JR., who made oath in due form of law as follows:

That William T. Peddicord, one of the defendants in the above entitled case, from information received, is now employed and has been employed by Bethlehem Steel Company, Sparrows Point, Maryland, and that on August 9, 1943, the date on which the property was sold at foreclosure sale, the said William T. Peddicord was not and had not been within three months next prior thereto in the military service of the United States; and that the said William T. Peddicord is not at the present time in said military service as defined by the Soldiers' and Sailors' Relief Act of 1940, and amendments thereto; the said Bettie L. Peddicord, wife of William T. Peddicord, one of the defendants in the above entitled case, was at the time of foreclosure sale, and is now a housewife; and that the said William T. Peddicord and Bettie L. Peddicord, his wife, were on the date of said foreclosure sale the owners of the leasehold property mentioned in these proceedings, and they did not hold it in trust for any other person.

Subscribed and sworn to before me J. Edward Adkins, Jr.
this 15th day of September, 1943

Clara M. Link (NOTARIAL SEAL)
Notary Public.

My commission expires May 7, 1945.

Filed Sept. 16" 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. J. Edward Adkins, Jr., Attorney named in Mortgage, vs. William T. Peddicord and Wife in ac. with J. Edward Adkins, Jr., Attorney named in Mortgagee

To Attorney for Fee	$ 50.00	$
To Attorney for Commissions (as agreed)	75.00	125.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	16.60	
Auditor - stating this account	9.00	35.60
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising Sale	33.00	
Capital-Gazette Press - order nisi on sale	5.00	
Capital-Gazette Press - order nisi on this account	5.00	
Clerk of Court - recording assignment	1.75	
Lauber & Roloson, Inc. - bond premium	10.00	
E. T. Newell & Co. - auctioneer	15.00	
Notary fees	.75	
One-half Federal revenue stamps	1.10	
One-half State revenue stamps	1.00	72.60
To Attorney for Taxes, viz:		
1943 State & County taxes ($29.98-adj.)		18.14
The R F C Mortgagee Company, Assignee - this balance on account mortgage claim		1,748.66
		2,000.00

Amount of mortgage claim filed	2,387.43	
Cr. Amount allowed as above	1,748.66	
Balance subject to decree in personam	638.77	
Cr. Aug. 9" 1943 Proceeds of sale		$2,000.00

ORDER NISI.

ORDERED, This 6th day of May, 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 7th., 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 7th., day of June next.

John H. Hopkins, 3rd., Clerk.

Filed May 6" 1944

CERTIFICATE OF PUBLICATION

Annapolis, Md. June 10, 1944

We hereby certify, that the annexed Order Nisi - William T. Peddicord and wife Equity #8468 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 June, 1944, The first insertion being made the 11th day of May, 1944.

No. MG 4398

THE CAPITAL-GAZETTE PRESS, INC.
By Doris Spivey

Filed June 26" 1944

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, This 28th day of June, 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 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 June 28" 1944.

In the Matter of the Foreclosure Sale :	No. 8469 Equity
of the Property of Ephriam D. Garver :	In the Circuit Court for
Deceased. :	Anne Arundel County.

TITLING, ORIGINAL MORTGAGE AND BOND.

Mr. Clerk:

Please docket this suit, file titling, original mortgage and bond when approved.

John S. Stanley

Attorney named in the mortgage.

THIS MORTGAGE, Made this 2nd day of March, in the year one thousand nine hundred and thirty-five by EPHRIAM D. GARVER, widower, Mortgagors, and The Laurel Building Association of Prince George's County, a body corporate of Prince George's County, Maryland, duly incorporated, Mortgagee.

WHEREAS, The said Ephriam D. Garver being members of The Laurel Building Association of Prince George's County, aforesaid, and as such member sharing and participating in the profits of said body corporate, have received therefrom an advance of Three Hundred Dollars ($300.00), on the three shares of stock held and owned by the said mortgagor in his own right, being the par value of the same, at its maturity.

AND WHEREAS, It has been agreed by and between Mortgagor and Mortgagee that the payment of dues, interest, premiums and fines, as hereinafter mentioned, and the performance of all the covenants and conditions herein contained should be secured by a good and effectual Mortgage, on the property hereinafter described, wherefore this Mortgage is executed, the same being a condition precedent to said advance.

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises and one dollar the said Ephriam D. Garver does grant and convey unto The Laurel Building Association of Prince George's County, the body corporate aforesaid, its successors and assigns,

All that piece or parcel of ground situate, lying and being in the Village of Annapolis Junction, Anne Arundel County, Maryland, more particularly described as being -

Two lots each thirty-three (33) feet wide and one hundred ten and one-half (110-1/2) feet deep, fronting on Main Street in said Village, formerly called the Village of Centralia and numbered Lots two hundred eighteen (218) and two hundred nineteen (219) as per plat made when the Village was called Centralia and which plat was duly recorded among the land records of Anne Arundel County, Maryland.

Being part of the same property conveyed to the said Ephriam D. Garver, et ux by deed from Henry E. McCauley, widower by deed of February 8, 1932, recorded February 29, 1932 among the land records of said County in Liber FSR 94, folio 281.

TOGETHER WITH the improvements thereon, and all the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same, with the improvements and appurtenances aforesaid, unto the said body corporate, its successors and assigns, in fee simple.

PROVIDED, That if the said Ephraim D. Garver, widower, shall make all the payments and perform all the covenants herein on his part to be made and performed, then this Mortgage shall be void.

AND the said mortgagor for himself heirs, executors, administrators and assigns, hereby covenant with The Laurel Building Association of Prince George's County aforesaid and its assigns, to pay and perform as follows, that is to say: To pay to the said Mortgagee or its assigns, as dues, the sum of one dollar per share on each and every of said shares of stock, monthly, on or before the third Tuesday of each and every month, and interest on said advance at the rate of fifty cents per share monthly, on or before the third Tuesday of each and every month, and a premium of ten cents per share, on or before the third Tuesday of each and every month, the same being the premium agreed upon. To pay all such fines as may by the said Association body corporate, in conformity with its Constitution and By-Laws, be imposed upon the said mortgagor for any default made in the payment of said monthly dues and interest.

To keep the improvements on said property insured from loss by fire and windstorm for the benefit of said body corporate to the amount of at least Three Hundred Dollars

To pay all taxes and all other assessments for which the property hereby mortgaged may be or become liable, when demandable, and to obey the Constitution and By-Laws of said Association, now in force or hereafter to be adopted. All of which payments and covenants shall continue in full force until the whole amount of said advance, interest, premium, fines and all amounts paid for insurance and taxes shall, by the payments made by the said Ephraim D. Garver, widower and dividends allowed by said Association, be paid in full.

BUT IN case the said mortgagor shall make default and fail to pay the dues, premiums, interest and fines, or either, or any of them, for the space of six months, or should fail to perform any of one or more of the covenants or conditions of this Mortgage, then the whole mortgage debt hereby secured shall become due and demandable, and these presents are hereby declared to be made in Trust, and the said Mortgagee or its assigns, or WILLIAM STANLEY or JOHN S. STANLEY, as Attorney or Agent, is and are hereby authorized and empowered to sell all the property hereby mortgaged, or so much thereof as may be necessary, for cash, or such terms as may be prescribed by the party making the sale, and convey the same to the purchaser or purchasers, his, her or their heirs, personal representatives or assigns, by giving at least twenty days' notice in some newspaper published in Anne Arundel County and the proceeds arising from said sale to apply, first, to the costs and expenses thereof, including the usual Trustee Commissions to the party making the sale; secondly, to all moneys owing hereunder, whether the same shall have then matured or not, according to an account to be stated by the Secretary of said Association, and the balance, if any, to the said mortgagor, his personal representatives or assigns, or whoever may be entitled thereto. And it is agreed that until default be made, the said Mortgagor shall possess said property.

WITNESS the hand and seal of the Mortgagor.

Test: Chester S. Phair Ephraim D. Garver (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY, That on this 2nd day of March, in the year one thousand nine hundred and thirty-five before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared EPHRAIM D. GARVER, widower (the within-named Mortgagor) and he acknowledged the aforegoing Mortgage to be his act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Chester S. Phair
Notary Public.

STATE OF MARYLAND, CITY OF BALTIMORE To Wit:

I HEREBY CERTIFY, That on this eleventh day of March, in the year one thousand nine hundred and thirty-five before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John S. Stanley, the Agent of The Laurel Building Association of Prince George's County (the within-named mortgagee), and made oath in due form of law that the consideration in the aforegoing mortgage is true and bona fide as therein set forth, and that he is the duly authorized Agent of the Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Margaret J. Brennan
Notary Public.

Filed Jany. 4th., 1943

BOND OF ATTORNEY TO SELL.

KNOW ALL MEN BY THESE PRESENTS: That we, John S. Stanley Baltimore, Maryland as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of 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 31st day of December, in the year of our Lord, nineteen hundred and forty two.

WHEREAS, the above bounden John S. Stanley by virtue of the power contained in a mortgage from Ephriam D. Garver, Deceased to The Laurel Building Association of Prince Georges County bearing date the 2nd day of March, 1935 and recorded among the Land Records of Anne Arundel County in Liber FAM No. 137 Folio 104 and John S. Stanley, Attorney named in the 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 John S. Stanley 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 Evelyn L. Cronie

(CORPORATE SEAL)

John S. Stanley (SEAL)
UNITED STATES FIDELITY AND GUARANTY COMPANY
By C.H. Chilcote- Attorney-in-Fact.

Filed Jany. 4th., 1943.

In The Matter Of The Foreclosure Sale Of The Property Of Ephraim D. Garver, Deceased.

No. 8469 Equity
In the Circuit Court for Anne Arundel County.

REPORT OF SALE AND AFFIDAVIT, ASSIGNMENT, CERTIFICATES OF PURCHASER AND AUCTIONEER, ORDER NISI AND FINAL ORDER.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John S. Stanley, Attorney named in the mortgage, respectfully represents unto Your Honors:

That under and by virtue of the power of sale contained in a certain mortgage from Ephriam D. Garver, widower, dated March 2, 1935, recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 137, folio 104, to The Laurel Building Association of Prince George's County, the undersigned as Attorney named in said mortgage and authorized to sell in case of default, default having occurred under the terms and conditions of said mortgage and in the payment of the principal therein stipulated, after giving more than twenty days' notice of the time, place, manner and terms of said sale in the Southern Maryland Times, a paper duly published in Anne Arundel County, and after having prior to the day of sale filed his bond duly approved by the Clerk of this Court and performed all the other prerequisites required by law and under said mortgage, did, pursuant to said notice and advertisement, attend on the premises on Monday, February 15, 1943, at 3:15 o'clock P. M. and offered the said property for sale at public sale, which property is described fully in the said mortgage above mentioned, reference to which is hereby made for a full description of the property, and sold the same to MILTON L. HENKEL, who was then and there the highest bidder therefor, at and for the sum of Five Hundred Seventy-five Dollars ($575.00), that said sale was fairly made and that after the said property had been knocked down by the auctioneer to the said Milton L. Henkel, the highest bidder therefor, he, the said Milton L. Henkel by assignment attached hereto assigned all of his right, title and interest of whatsoever kind to The Laurel Building Association of Prince George's County, which has duly accepted said assignment and bound itself to become obligated as the purchaser of said property in every way and to the same extent as if it had been the purchaser thereof as the highest bidder at said foreclosure sale.

John S. Stanley
Attorney named in the mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY that on this 10th day of March, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared John S. Stanley, Attorney named in the mortgage, 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 and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Alice D. Barry

My commission expires May 1- 1943 Notary Public.

ASSIGNMENT

Milton L. Henkel of Annapolis Junction, Maryland, in consideration of the sum of One Dollar ($1.00) paid to him by The Laurel Building Association of Prince George's County hereby assigns to The Laurel Building Association of Prince George's County all of his right of whatsoever kind as purchaser of the property described in these proceedings from John S. Stanley, Attorney named in the mortgage, at the foreclosure sale of said property held on February 15, 1943, and hereby requests that this assignment to The Laurel Building Association of Prince George's County be filed in the abovementioned proceedings and that the sale as made herein be regarded by the said John S. Stanley, Attorney, as having been made to The Laurel Building Association of Prince George's County as the successor to and assignee of any and all rights of whatsoever kind or character accruing to me as the highest bidder at said foreclosure sale.

IN WITNESS WHEREOF, the said Milton L. Henkel has hereunto set his hand and seal and the said The Laurel Building Association of Prince George's County, to evidence its acceptance of the within assignment, has caused these presents to be signed on its behalf by its duly authorized officer and its corporate seal to be hereunto affixed and duly attested as of this 26th day of February, 1943.

TEST: Milton L. Henkel (SEAL)

Wilbur Dorsey (CORPORATE SEAL) THE LAUREL BUILDING ASSOCIATION OF

ATTEST: Prince George's County

Louise A. Flester By R. E. Gibbons,

Asst. Sec. Treas. President.

THIS IS TO CERTIFY that the undersigned on the 15th day of February, 1943, purchased at public sale from John S. Stanley, Attorney named in the mortgage, in the mortgage from Ephraim D. Garver, widower, to The Laurel Building Association of Prince George's County dated March 2, 1935, recorded in Liber F.A.M. No. 137, folio 104, the property therein described situate in the Village of Fort Meade Junction, Anne Arundel County, Maryland, at and for the sum of $575.00

M. L. Henkel, Purchaser,

THIS IS TO CERTIFY that I, as auctioneer, sold to M. L. Henkel all the lots or parcels of ground situate in the Village of Fort Meade Junction, Maryland, and described in the mortgage above-mentioned, on the 15th day of February, 1943, at 3:15 o'clock P.M., and I do further certify that the said purchaser at the price of $575.00 was the highest bidder therefor; that said sale was made in compliance with the advertisement thereof; and was fairly made.

Geo. W. Scible

Auctioneer.

ORDER NISI.

Ordered this 11th., day of March, 1943, That the sale of the property mentioned in these proceedings made and reported by John S. Stanley, Attorney name_ in Mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 12th 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 12th day of April next.

The report states that the amount of sales to be $575.00

Filed March 11" 1943 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 three successive weeks before the 12th day of April, 1943, that is to say, the same was inserted in the issues of March 19, 26 and April 2, 1943.

The Southern Maryland Times

Robert E. Christian Business Manager.

PETITION AND AFFIDAVIT Order July 7, 1944

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John S. Stanley, Attorney named in a certain mortgage from Ephraim D. Garver, deceased, respectfully represents unto Your Honors:

1. By mortgage dated March 2, 1935, recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 137, folio 104, Ephriam D. Garver, now deceased, conveyed the property therein mentioned and described unto The Laurel Building Association of Prince George's County to secure the repayment of Three Hundred Dollars ($300.00) advanced and loaned by the said Association to the said Ephriam D. Garver. Your Petitioner is advised that the said Ephriam D. Garver was a widower at the time of the execution of said mortgage, never remarried and died on March 26, 1942, leaving surviving him one son as his only heir at law and next of kin, one Carvell M. Garver. Your Petitioner is advised that no Letters of Administration have been taken out in the estate of the said Ephriam D. Garver, deceased.

2. After the death of the said Ephraim D. Garver the payments required under the aforesaid mortgage were not made and the mortgagee instructed your Petitioner to institute foreclosure proceedings, in order to protect its interest. Thereafter your Petitioner was informed that Carvell M. Garver was the only son and heir at law of the said Ephriam D. Garver and made several efforts to communicate with him through the mail and the last letter of November 21, 1942, mailed to the said Carvell M. Garver, directed to him at the last address given to your Petitioner by the Secretary of The Laurel Building Association who had made diligent inquiry to locate the said Carvell M. Garver, was returned to your Petitioner bearing the notation upon the envelope in which it was addressed "Removed, Gone Away".

3. Thereafter foreclosure proceedings were instituted and a foreclosure sale was duly advertised as required by law to take place on January 4, 1943. Due to the fact that though requested to do so the auctioneer failed to appear at the time and place of

sale thus advertised, it was necessary to again advertise the property for foreclosure sale to take place on February 15, 1943, upon the premises.

4. Your Petitioner, as has been heretofore reported in the Report of Sale, duly filed in these proceedings, and pursuant to the advertisement duly published as required by law, attended on the premises on February 15, 1943, and sold the property mentioned and described in said mortgage as being Lots Nos. 218 and 219 as shown on the plat of the Village called "Centralia", and being improved by a two-story, six room framed building unto Milton L. Henkel, who after the sale assigned all of his interest in said property unto The Laurel Building Association, which said Association has agreed to pay the purchase price of the said property unto your Petitioner, said purchase price being in the amount of Five Hundred Seventy-five Dollars ($575.00).

5. After the Report of Sale had been filed your Petitioner learned for the first time that the said Carvell M. Garver had become a member of the Armed Forces of the United States and after repeated efforts had been made to ascertain his whereabouts was informed that his wife, Patricia Sullivan Garver, was living in the City of Baltimore. As a result of this information and for the reasons herein set forth your Petitioner has not up to this time presented to the Court an order finally ratifying the sale thus reported to have been made on February 15, 1943. On August 15, 1943, your Petitioner wrote a letter to the wife of the said Carvell M. Garver, a copy of which is filed herewith as Petitioner's Exhibit "A", and prayed to be considered as a part hereof. Following this letter addressed to the wife of the said Carvell M. Garver, your Petitioner had several telephone conversations with a Mrs. Sullivan who stated she was calling your Petitioner at the request of her daughter, Mrs. Carvell M. Garver, and who gave to your Petitioner the then address of Carvell M. Garver as being 627 T.S.S. Barrack, 1637, Truax Field, Madison, Wisconsin-A.A.F.T.T.C. and who stated that the said Carvell M. Garver was expected to return to Baltimore on leave within a short time and that when he did so return she, the said Carvell M. Garver's mother-in-law, would request him to come to see your Petitioner.

6. Subsequently on or about November 2, 1943, The Laurel Building Association of Prince George's County received a letter from the said Carvell M. Garver, the original of which is filed herewith as Petitioner's Exhibit "B", and prayed to be considered as a part hereof, and which, in view of all the circumstances which had preceded it, was construed by The Laurel Building Association and your Petitioner as a consent on the part of the said Carvell M. Garver that the sale as reported be finally ratified and consummated; however, in order that this consent might be evidenced in a more formal manner your Petitioner on November 10, 1943 wrote a letter to the said Carvell M. Garver, a copy of which is filed herewith as Petitioner's Exhibit "C", and prayed to be considered as a part hereof, and forwarded to him for his signature a statement prepared by your Petitioner, referred to in your Petitioner's letter of November 10, 1943, a copy of which statement is incorporated in and as a part of Petitioner's Exhibit "C", and not having received a return of said letter indicating a failure of delivery to the addressee, your Petitioner not having received a reply to his letter of November 10, 1943, on the first day of February, 1944, telephoned to the mother-in-law of the said Carvell M. Garver, informed her that he had received no reply to his letter to the said Carvell M. Garver of November 10, 1944, and

in response to this was told by the said mother-in-law of the said Carvell M. Garver that his failure to answer said letter was undoubtedly due to the fact that he, the said Carvell M. Garver, had been "jumping around so much" that the letter had probably "not caught up with him"; that the said Carvell M. Garver had recently had a short leave, visited her home, that she had mentioned to him the question of the foreclosure sale of the Annapolis Junction property and that the said Carvell M. Garver had not come to see your Petitioner because he had had but a very short leave and because he felt that his letter to The Laurel Building Association gave to the Building Association and your Petitioner the right to proceed to a conclusion without further action on his part and that he felt that he was not required to "bother further about it". The said mother-in-law of the said Carvell M. Garver further said that so far as she knew he had not yet reached the base to which he believed he was going when he left her home at the end of his leave.

7. Your Petitioner is informed that the total amount of the debt due and owing at this time unto The Laurel Building Association of Prince George's County upon said mortgage is Three Hundred Ninety-five Dollars Thirty-eight Cents ($395.38), as is shown by the statement set out below:

Mortgage debt	$358.20
1942 and 1943 State and County Taxes	27.96
Insurance premium and vacancy permits	9.22
	$395.38

and that in addition to this the costs of said sale are estimated at approximately Two Hundred and Twenty-two Dollars ($222.00).

8. Your Petitioner wishes to suggest to the Court that under the circumstances recited above the foreclosure of said mortgage may be subject to the provisions of the Soldiers and Sailors Relief Act of 1940 as amended.

9. The property sold as set forth above is in a bad state of repair. The improvements consisting of a two-story, six room frame house had been unoccupied for some time prior to the foreclosure sale of February 15, 1943, was then in a bad state of repair, has been unoccupied since said sale and is rapidly depreciating in value.

10. As is shown by the Certificate of Publication filed in these proceedings, the Order Nisi of March 11, 1943, has been duly published as is required by the terms of said Order.

WHEREFORE YOUR PETITIONER PRAYS that this Honorable Court upon consideration of the facts set forth in this Petition finally ratify the sale herein reported in order that the rights of all persons in interest may be protected, that said sale may be consummated in accordance with its terms, that the proceeds of said sale may be distributed in accordance with the further order of this Court and that the amount, if any, of the purchase price due to the said Carvell M. Garver may be held for his account in such manner as the Court by its further order may direct.

AND AS IN DUTY BOUND, etc.

John S. Stanley
Attorney named in the Mortgage for
the purpose of Foreclosure, Petitioner.

STATE OF MARYLAND,____ To Wit:

I HEREBY CERTIFY that on this 7th day of July, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for City of Baltimore, personally appeared JOHN S. STANLEY, the Petitioner named in the aforegoing Petition, and made oath in due form of law that the matters and facts set forth in said Petition are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Alice D. Barry

My commission expires May 7- 1945 Notary Public

UPON the foregoing Petition and Affidavit it is ORDERED by the Circuit Court for Anne Arundel County in Equity No. 8469 this 7th day of_1944, that the sale made and reported in this proceeding by John S. Stanley, Attorney named in the mortgage, be and the same is hereby finally ratified and confirmed, there having been no cause to the contrary shown, although due notice appears to have been given as required by the above order. The Attorney named in the mortgage is allowed his usual commission and for such expenses as he shall produce vouchers to the auditor of this Court, to whom this case is hereby referred, to state the necessary account or accounts.

Ridgely P. Melvin, Judge.

Filed July 7" 1944

PETITIONER'S EXHIBIT "A"

Baltimore, August 15, 1943.

Mrs. Carvell M. Garver
1616 East Lafayette Avenue
Baltimore, Maryland

Dear Mrs. Garver:

I repersent The Laurel Building Association of Prince George's County which held a mortgage on property belonging to your husband's father, Mr. Ephriam D. Garver. As you probably know, it was necessary for the Building Association to institute foreclosure proceedings to protect its interest.

After these foreclosure proceedings were instituted, it was ascertained that Mr. Garver, your husband, had been in the military services and I would, therefore, be required to take this matter up with him. His address has been given me as:

954 T.S.S.
Barracks 1137
A.A.F.T.T.C.
Sioux Falls, South Dakota.

As it occurs to me he will more than likely wish to consult you about this matter after he has heard from me, if it would not be asking too much of you, I would be grateful to you if you could stop in this office to discuss the matter with me at your convenience, in order that I may explain the matter to you.

So that I may be sure to be here when you arrive, I should appreciate your calling up to make an appointment. The telephone number here is Lexington 1356.

Very truly yours,

(signed) John S. Stanley.

Filed July 7" 1944.

PETITIONER'S EXHIBIT "B".

Laurel Bldg. Asso. Laurel, Maryland

Mr. Wilbur Dorsey, Secy.

Dear Sir:

Hearing the difficulty you have been having concerning my father's property at Annapolis Junction, I wish to make this statement, in the hope that it will not have to be notarized.

The property of my late father, Ephriam D. Garver, becomes from this date, the property of the Laurel Building Association. Anything stored thereon (furniture, etc.) may be disposed of in any way desired, as I disclaim any further interest in any of it, with the possible exception of such insurance papers as may be found in the house.
If possible, I would like to have these forwarded to me here at Truax Field, since I am in no position to get them myself, and have no one whom I can send to take care of it for me. If this is not possible, then just forget about such insurance papers, and go ahead according to plans.

This is my final word, and it may be taken as such, Thanking you for all you have done, and regretful of the trouble I have caused, I remain

Yours respectfully,

(Cpl.) Carvell M. Garver

P.S. Any charge for forwarding the insurance papers will be paid here by myself

Cpl. Carvell M. Garver
627 T.S.S. Barrack 1637
Truax Field, Madison, Wisconsin
A.A.F.T.T.C.

C.G.
(Stamp)
Laurel Building Association
Laurel, Maryland
Mr. Wilbur Dorsey, Secy.

Filed July 7" 1944.

PETITIONER'S EXHIBIT "C" COPY

Corporal Carvell M. Garver
627 T.S.S. - Barrack 1637,
Truax Field, Madison, Wisconsin,
A.A.F.T.T.C.

Dear Mr. Garver:

The Laurel Building Association of Prince George's County has forwarded to me the original of your letter, concerning the Annapolis Junction property, which the Building Association received on November 2nd, and in which you stated that "the property of my late father, Ephriam D. Garver, becomes from this date, the property of The Laurel Building Association of Prince George's County".

While I feel certain that you wish by this letter to give your consent to the completion of the foreclosure proceeding, I am enclosing herewith a paper which I have prepared in the form in which, I believe, it should be filed in court in which, as you will see, you consent to the final ratification of the foreclosure sale reserving your rights, if any, to any portion of the proceeds of the foreclosure sale which the court may determine you are entitled to after the payment of the mortgage debt, interest, premiums and fines, etc., and all costs.

In your letter you referred to the insurance papers. I have talked to Mrs. Sullivan, who I believe, is Mrs. Garver's mother, several times about this and have been informed

that the furniture in the house is still insured in the policy which the Building Association holds on the house and I understand this policy is written in the name of the estate of your father and the Building Association, as mortgagee, as their respective interests may appear. The Building Association, of course, makes no claim whatever to any of the furniture in the house and so far as the Association is concerned you are, of course, at liberty to make any arrangements you wish to remove the furniture from the premises.
I presume that the key to the property is at the Building Association where it may be obtained by any one whom you designate to move the furniture.
If you wish to have a separate insurance policy written in your name you should communicate with Mr. Thomas L. Bradford, Charles H. Stanley, Inc., Laurel, Maryland, which I understand is the agency through which the insurance policy was written.

JSS:BN

Very truly yours,

(signed) John S. Stanley.

CC - Laurel Building Association
Laurel, Maryland.

THE undersigned, Corporal Carvell M. Garver of the United States Army, at present stationed at Truax Field, Madison, Wisconsin, hereby consents to the final ratification by the Circuit Court for Anne Arundel County, Maryland, of the foreclosure sale hereinafter referred to and hereby dis-claims any and all right he might otherwise have to assert, any manner of claim whatsoever in and to, or in connection with the property conveyed by the mortgage foreclosed in this proceeding, except that he specifically reserves his right to receive the amounts, if any, to which he may be entitled as the sole heir at law of the said Ephriam D. Garver under the provisions of the finally ratified auditor's account directing the distribution of the purchase price for said property. Before giving his assent by affixing his signature hereto to the ratification of the sale he has been informed of the following facts.

1. By mortgage dated March 2, 1935, recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 137, folio 104, Ephriam D. Garver, now deceased, conveyed the property therein mentioned and described unto The Laurel Building Association of Prince George's County to secure the repayment of the sum of Three Hundred Dollars ($300.00) advanced and loaned by the said Association to the said Ephriam D. Garver.

2. The said mortgage being in default, John S. Stanley, the Attorney named therein for the purpose of foreclosure, filed an approved bond as required by law and advertised the property to be sold on the premises on February 15, 1943 at 3:15 P.M.

3. Upon the date upon which said sale was advertised to take place, the said John S. Stanley, Attorney named in the mortgage for the purpose of foreclosure, sold the property mentioned and described in said mortgage to one, Milton L. Henkel, who, in turn, assigned all of his interest in said property unto The Laurel Building Association of Prince George's County and The Laurel Building Association of Prince George's County has agreed to pay the purchase price of the said property to the said John S. Stanley, Attorney named in the mortgage, upon the final ratification of the sale and upon the conveyance of the interest of all the parties to the case to the substituted purchaser, The Laurel Building Association of Prince George's County.

4. The property was described in said mortgage as being lots numbered 218 and 219

as shown on the plat of the Village called "Centralia" and was improved by a two story, six room, frame building. The purchase price at which it was sold was Five Hundred Seventy-five Dollars ($575.00).

5. At the time of the foreclosure sale there was due under the aforesaid mortgage, including interest, insurance premiums, taxes and fines, $358.20 and the estimated costs of said sale and court costs will amount to the sum of approximately $203.72.

6. His father, Ephriam D. Garver, died a widower, survived by the said Carvell M. Garver as his only child and heir at law.

7. The said Corporal Carvell M. Garver has been informed that under the provisions of The Soldiers' and Sailors' Civil Relief Act he has, or may have certain rights as a result of which he has been requested to give his assent to the final ratification of the abovementioned sale.

8. He has further been informed that while this sale has been reported to the court and while there has been published an Order Nisi giving notice to all parties to show cause, if any they have, why the sale so made should not be ratified and confirmed, that the presentation to the court of an order finally ratifying the sale has been deferred as a result of the absence from the jurisdiction of the court of the said Corporal Carvell M. Garver, and that he is being requested to sign this consent in order that it may be presented to the Circuit Court for Anne Arundel County when the court is requested to pass the order finally ratifying the abovementioned sale,

Witness:

_____

_____

Carvell M. Garver, Sole heir at law of Ephriam D. Garver, deceased.

Filed July 7" 1944.

STATEMENT OF MORTGAGE CLAIM.

In the Matter of the Foreclosure Sale of the Property of Ephriam D. Garver, Deceased.

No. 8469 Equity
In the Circuit Court for Anne Arundel County.

ITEMIZED STATEMENT OF MORTGAGE CLAIM

Amount owing on principal	$267.02
Interest	27.81
Premium Charge	4.80
Fines	4.50
Balance owing on insurance and taxes advanced previous to foreclosure	54.07
Vacancy Permits for insurance protecting mortgage property	4.05
Insurance premium on mortgaged property	6.25
	$368.50
1942 and 1943 State and County taxes paid by The Laurel Building Association	27.96
	$396.46

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY: To Wit:

I HEREBY CERTIFY that on this 28th day of July, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally ap-

peared Louise A. Flester, Secretary-Treasurer of The Laurel Building Association of Prince George's County and made oath in due form of law that the aforegoing is the correct amount due according to the books and records of The Laurel Building Association of Prince George's County under the mortgage being foreclosed in the above entitled case.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Thomas R. Bradford

My commission expires 5/7/45 Notary Public.

Filed August 7" 1944

AUDITOR'S REPORT AND ACCOUNT

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Foreclosure of the Property of EPHRIAM D. GARVER, deceased, Cr.

In ac. with John S. Stanley, Attorney named in Mortgage.

To Attorney for Commission	$ 37.50	$ 37.50
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	12.75	
Clerk of Court - additional costs	8.00	
Auditor - stating this account	9.00	39.75
To Attorney for Expenses, viz:		
The Southern Maryland Times - advertising sale	68.00	
The Southern Md. Times - Order Nisi on sale	5.00	
The Southern Md. Times - Order Nisi on this account	5.00	
U.S.F.& G.Co. - bond premium	10.00	
U.S.F.& G.Co. - renewal premium	10.00	
George W. Scible - auctioneer's fee	10.00	
George W. Scible -transportation for auctioneer	5.00	
Alice D. Barry - notary fees	.50	
One-half Federal revenue stamps	.55	
One-half State revenue stamps	.30	114.35
To Attorney for Taxes, viz:		
1944 State & County Taxes -($12.65) adjusted to 7/7/44)		6.57
To The Laurel Building Ass'n of Prince George County, mortgagee - this balance on account mortgage claim		376.83
		$575.00

Amount of Mortgage Claim filed	$396.46
Cr. Amount allowed as above	376.83
Balance subject to decree in personam	19.63

Cr. Feb. 15, 1943 Proceeds of Sale $575.00

ORDER NISI.

ORDERED, This 17th day of August, 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 18th 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 18th day of September, next.

John H. Hopkins, 3rd., Clerk.

Filed August 17" 1944

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 three successive weeks before the 18th day of September 1944, that is to say, the same was inserted in the issues of August 25, September 1, 8, 1944.

The Southern Maryland Times

Charles O. Dulin, Business Manager.
Alverda D. Lauer

Filed Oct. 13" 1944

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of October, 1944, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, C.J.

Filed Oct. 24" 1944.

EX PARTE IN THE MATTER	:	No. 8331 Equity
OF	:	In the Circuit Court for
JOSEPH M. BRIAN, 3RD, an incompetent.	:	Anne Arundel County.

PETITION AND ORDER Order April 1, 1942.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The petition of Margaret B. Baer respectfully represents unto Your Honor:

1. She is the sister and next friend of Joseph M. Brian, 3rd, who was and is now a resident of Anne Arundel County, in the State of Maryland, but who is now ---------- a patient at the Spring Grove State Hospital in Baltimore County, Maryland.

2. Your petitioner has been informed that the said Joseph M. Brian, 3rd, is suffering from a mental disorder which renders him incompetent of the management of his person and estate. Your petitioner files herewith the certificates of Drs. Silas W. Weltmer and John G. Runkel, certifying as to the mental condition of the said Joseph M. Brian, 3rd, which are attached hereto, marked respectively "Petitioner's Exhibits A and B" and prayed to be taken as a part hereof.

3. The estate of said incompetent, as far as your petitioner is able to ascertain, consists solely of an undivided one-half interest in a large tract of land comprising approximately three hundred thirty-seven acres, lying in the Fifth District of Anne Arundel County, as is outlined in red on the attached plat, marked "Petitioner's Exhibit C"

and prayed to be taken as a part hereof. Said property is subject to two mortgages, now matured, aggregating Seven Thousand Dollars, with accrued interest thereon, and that the value of said one-half interest, in the opinion of your petitioner, is approximately $25,000.

4. The said property is now rented, but the income therefrom is not sufficient to pay the taxes upon the property, the interest upon the mortgage debts, and the support and maintenance of the said incompetent, nor are there any funds with which to pay said mortgage debts.

5. There is no one legally authorized to manage the property for the use and support of said incompetent and it would be for his benefit to have a suitable Committee appointed for his person and estate;

WHEREFORE YOUR petitioner prays:

1. That a Committee be appointed for the person and estate of the said Joseph M. Brian, 3rd.

2. That Your Honor issue a commission directed to the Sheriff of Anne Arundel County, to inquire into the lunacy and incompetency of the said Joseph M. Brian, 3rd.

3. That your petitioner may be granted such other and further relief as the exigencies of this case may require.

AND, as in duty bound, etc.

Margaret B. Baer, Petitioner.

STATE OF MARYLAND, City of Baltimore, ss:

I HEREBY CERTIFY that on this 25th day of March, 1942, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared MARGARET B. BAER, the petitioner named in the foregoing petition, and made oath in due form of law that the matters and facts therein set forth are true to the best of her knowledge, information and belief.

WITNESS my hand and notarial seal.

(NOTARIAL SEAL)

Irma M. Beinemann
Notary Public.

ORDER

UPON the aforegoing petition, affidavit and exhibits, it is this 1st day of April, 1942, ORDERED by the Circuit Court of Anne Arundel County, that a writ be issued as prayed and that the presence of the said Joseph M. Brian, 3rd, before the Sheriff's Jury be dispensed with.

Ridgely P. Melvin, Judge.

PETITIONER'S EXHIBIT"A"

STATE OF MARYLAND, County of Baltimore, ss:

I HEREBY CERTIFY that on this 26th day of March, in the year 1942, before me, the subscriber, a notary public of the State of Maryland, in and for Baltimore County, aforesaid, personally appeared Silas W. Weltmer, M.D. who deposes and says as follows:

That he is a duly qualified physician, practicing in the State of Maryland and specializing in neuro-psychiatry; that he has been in active practice of his profession for 22 years; that Joseph M. Brian, 3rd, has been under his care at the Spring Grove State Hospital for over 3 years; that he has made a special examination of the said Joseph M. Brian, 3rd, during the past ten days and that he is satisfied from said examination and

from his observations extending over said period of 3 years that he is qualified to pass upon his mental condition; that the said Joseph M. Brian, 3rd, is of unsound mind and insane and is incapable of the government of himself and of the management of his estate and affairs; that his mental disability is diagnosed as Manic Depressive Psychosis Chronic form with Arterio-schrosis; that its cause of the Manic Depressive feature is unknown The Arteric Sclirotic condition is due to age; that its extent is total disorganization of the personality; that it is chronic and progressive and there is no reasonable hope or expectation of recovery; and that in the opinion of the deponent his personal appearance in court would be detrimental to his health and well being.

Silas W. Weltmer, M.D.

Subscribed and sworn to before me, this 26th day of March, 1942.

(NOTARIAL SEAL) B. Compton Graham

My commission expires May 1, 1943 Notary Public.

PETITIONER'S EXHIBIT "B"

STATE OF MARYLAND, County of Baltimore, ss:

I HEREBY CERTIFY that on this 26th day of March in the year 1942, before me, the subscriber, a notary public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared John G. Runkel M D who deposes and says as follows:

That he is a duly qualified physician, practicing in the State of Maryland and specializing in neuro-psychiatry; that he has been in active practice of his profession for 31 years; that Joseph M. Brian, 3rd, has been under his care at the Spring Grove State Hospital for over 3 years; that he has made a special examination of the said Joseph M. Brian, 3rd, during the past ten days and that he is satisfied from said examination and from his observations extending over said period of 3 years that he is qualified to pass upon his mental condition; that the said Joseph M. Brian, 3rd, is of unsound mind and insane and is incapable of the government of himself and of the management of his estate and affairs; that his mental disability is diagnosed as Manic Depressive Psychosis, Chronic type with arterio schrosis; that its cause of the Manic Depressive psychosis is unknown & the arteric Schrosis probably is due __ age. that its extent is total disorganization of the personality; that it is chronic and progressive and there is no reasonable hope or expectation of recovery; and that in the opinion of the deponent his personal appearance in court would be detrimental to his health and well being.

John G. Runkel M.D.

Subscribed and sworn to before me, this 26th day of March 1942.

(NOTARIAL SEAL) B. Compton Graham,

My commission expires May 1, 1943 Notary Public.

Filed April 1st. 1942

PLAT ON NEXT PAGE

THIS INQUISITION, Taken this 22nd day of April, in the year 1942, at the Court House in Anne Arundel County in the State of Maryland, before _____ Esquire, the Sheriff of the said County, in virtue of the annexed Writ de Lunatico Inquirendo to him directed, issued out of the Circuit Court of Anne Arundel County, upon the oaths or affirmations of Frank H. Duckett Peter Aisquith Robert E. Leatherbury Frank M. Duvall Walter T. Moon Arthur L. Ward Richard Wilson Gilbert Bass, Sr. Arthur B. Disney John T. Basil Hal E. Owens W. Reginald Claytor good and lawful men of the bailiwick, who being sworn and charged upon their oaths and affirmations to inquire, &c., &c. Witnesseth:

That the said Jurors aforesaid do find that the said Joseph M. Brian, III, in the said Writ named, is of unsound mind and a Lunatic, without lucid intervals so that he is not capable of the government of himself or the management of his estate, and that he hath been in such state of mind for more than two years past, but how he became so, the Jurors aforesaid cannot say, unless by the visitation of God.

And the Jurors aforesaid do also find that the said Joseph M. Brian, 111, is seized and possessed of a large and valuable estate, situate and being in this County and elsewhere, but the particular description, amount and value thereof they are unable at this time to ascertain; nor do they find that he hath, when in such unsound state of mind, alienated any part thereof.

And the Jurors aforesaid do also find that the nearest of kin to the said Joseph M. Brian, 111, are a son, Joseph M. Brian, who is now out of the United States, and a sister, Margaret B. Baer, who resides in Baltimore County, Maryland, and that his nearest heirs at law are as above stated;
all of them are of full age

In Witness Whereof, as well the Jurors aforesaid, as the said _____ Esq., Sheriff, have hereunto subscribed their names and affixed their seals the day and year first therein mentioned.

Frank M. Duvall	(SEAL)
Frank H. Duckett	(SEAL)
Robert E. Leatherbury	(SEAL)
Walter T. Moon	(SEAL)
Arthur L. Ward	(SEAL)
Richard M. Wilson	(SEAL)
Gilbert M. Bass	(SEAL)
Arthur B. Disney	(SEAL)
John T. Basil	(SEAL)
Hal E. Owens	(SEAL)
Peter Aisquith	(SEAL)
W. Reginald Claytor	(SEAL)

Russell C. Turner (SEAL)
Sheriff.

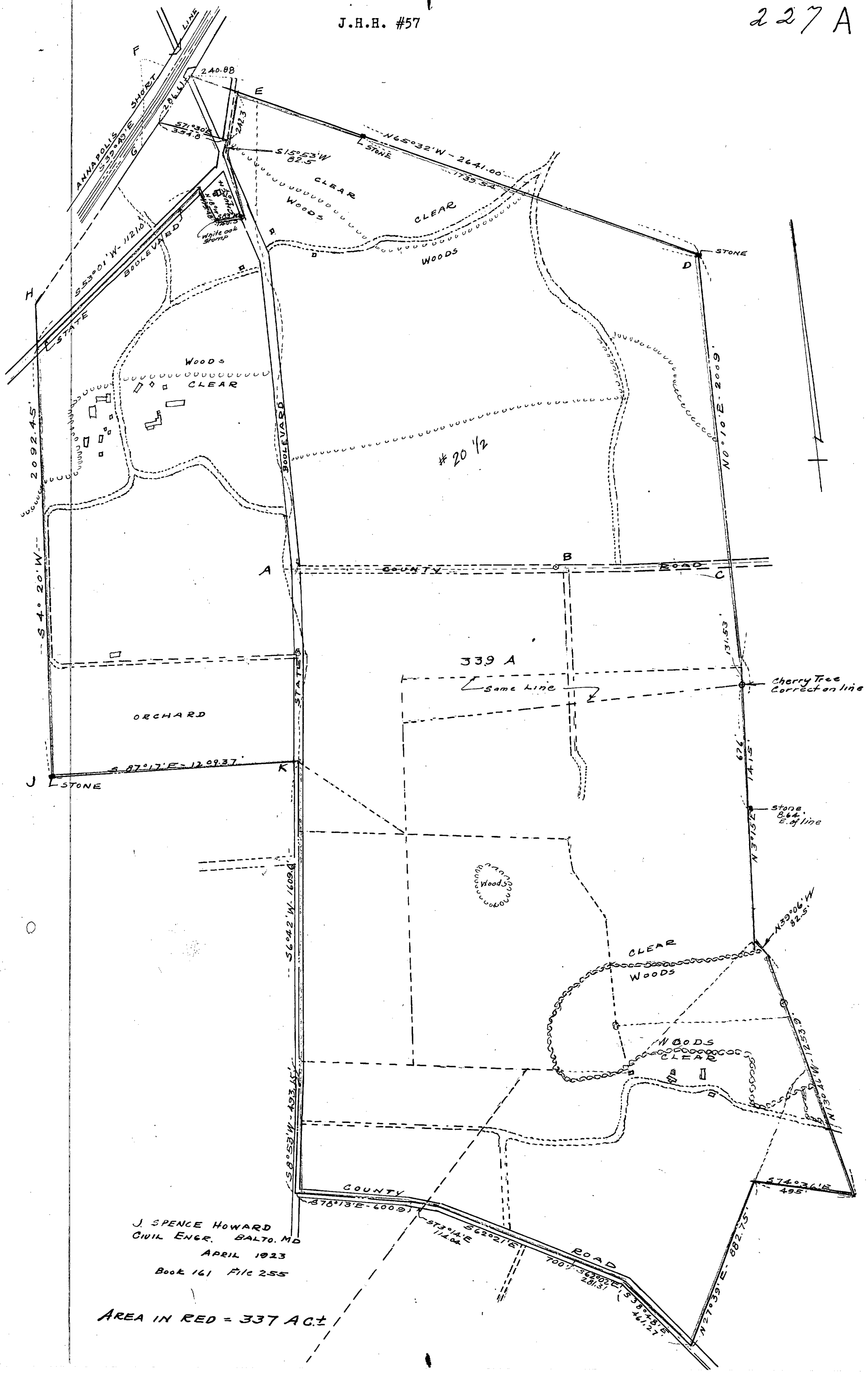
Filed April 22" 1942.

ORDER CONFIRMING RETURN OF INQUISITION AND APPOINTING COMMITTEE.

The return of the inquisition taken by the Sheriff in the above case having been submitted for confirmation, and said return and the other proceedings having been read and considered,

J.H.H. #57

227 A


ANNAPOLIS SHORT LINE
S39°49'E
F
G
240.88
E
N65°32'W - 2641.00
1739.54
STONE
S15°53'W
82.5
CLEAR
WOODS
CLEAR
WOODS
STONE
D
S53°01'W - 1121.0
BOULEVARD
H
STATE
WOODS
CLEAR
2092.45'
S40°20'W
BOULEVARD
#20 1/2
N0°10'E - 2009'
A
COUNTY
B
ROAD
C
339 A
Same Line
Cherry Tree Correction line
131.53'
676'
1415'
STATE
ORCHARD
S87°17'E - 1209.37'
J
STONE
K
Stone 8.64' E. of line
N3°15'E
S56°42'W - 1609.4'
Woods
N39°06'W 82.5'
CLEAR
WOODS
WOODS
CLEAR
N13°42'W - 1253.3'
S8°53'W - 493.15'
COUNTY
S78°13'E - 600.9'
S73°14'E 114.04
S62°21'E
ROAD
700'
S62°02'E 281.31
S38°48'E 461.27'
N27°39'E - 882.75'
S74°36'E 495'
J. SPENCE HOWARD
CIVIL ENGR. BALTO. MD
APRIL 1923
Book 161 File 255
AREA IN RED = 337 AC.±

It is thereupon, this 22nd day of April, 1942, by the Circuit Court of Anne Arundel County, ADJUDGED AND ORDERED that the said inquisition be, and it is hereby confirmed.

And it is further ordered that Robert N. Baer be, and he is hereby appointed committee of the person and estate of the said Joseph M. Brian, 111, with full power and authority to take charge of and manage the property, and to assume the control of the person of the said Joseph M. Brian, III, under direction of this Court; but before the said Robert N. Baer shall proceed to act as such committee, he shall give his bond to the State of Maryland, with corporate surety to be approved by this Court or the Clerk thereof, in the penalty of Twenty-five Thousand Dollars, for the faithful discharge of his duties as such committee.

Ridgely P. Melvin, Judge.

Filed April 22" 1942.

COMMITTEE'S BOND.

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, ROBERT N. BAER, Baltimore, Maryland as principal, and SEABOARD SURETY COMPANY, 80 John St., New York, N.Y. a corporation of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty five thousand ($25,000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally firmly by these presents. Sealed with our seals and dated this 22nd day of April in the year of our Lord one thousand nine hundred and forty-two.

WHEREAS, the above bounden ROBERT N. BAER by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, has been appointed Committee mentioned in the proceedings in the case of Ex Parte in the matter of JOSEPH M. BRIAN III, an INCOMPETENT now pending in said Court:

Now the Condition of the above Obligation is such, That if the above bounden ROBERT N. BAER 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 — Robert N. Baer (SEAL)

in the presence of — (CORPORATE SEAL) SEABOARD SURETY COMPANY (SEAL)

M. T. Seim — By: Donald T. Cronin-Resident Vice-Pres.

By: Fred C. Kennedy -Resident Asst.Secy,

Filed April 22" 1942.

PETITION AND ORDER — Order May 8" 1942.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The petition of Robert N. Baer, Committee of Joseph M. Brian, III, respectfully represents:

1. By an order of this Court passed on the 22nd day of April, 1942, he was appointed Committee of the person and estate of the said Joseph M. Brian, III, and has filed his approved corporate bond with the Clerk of this Court.

2. The said lunatic is now about 66 years of age and is under the care and charge

of your petitioner, and is now a patient at the Spring Grove State Hospital in Baltimore County.

3. As will appear from the proceedings in this cause, the estate of the said lunatic consists of an undivided one-half interest in a large tract of ground in the Fifth Election District of Anne Arundel County, and your petitioner further alleges that the said Joseph M. Brian, III, has no income whatsoever save that which can be procured from said property, and that while said property is rented it does not pay sufficient to meet the taxes and interest on the mortgage debts upon said property, and there are no funds available for the maintenance and support of the said lunatic, nor for the payment of the costs of this proceeding.

4. It will be necessary, therefore, to sell a part of the real estate of said lunatic, for his support and for the payment of taxes, interest and costs and other reasonable and proper expenses which have been incurred and will hereafter be incurred by your Committee.

5. The said Margaret B. Baer has obtained a purchaser for a part of said tract of land and has entered into two contracts (subject to the ratification by this Court as to the sale of the lunatic's interest therein) to sell so much of said land as is described in said contracts, at and for the aggregate price of Ninety-five Hundred Dollars ($9500.00) and to accept a purchase money mortgage for Seventy-two Hundred and Fifty Dollars, to contain the terms set forth in said contracts, in part payment thereof, all of which will appear from said contracts, filed herewith marked respectively Petitioner's Exhibits Nos. 1 and 2, and prayed to be made a part of this petition.

6. Your petitioner believes that the price obtained for said property so agreed to be sold is fair and reasonable and is as much as he can obtain for the same, and he files herewith the certificate of two real estate brokers familiar with property values in Anne Arundel County, certifying thereto. Said certificate is marked Petitioner's Exhibit No. 3 and is prayed to be made a part of this petition.

WHEREFORE your petitioner prays this Honorable Court to pass its order authorizing him to sell, at and for the price aforesaid, the property described in said contracts, in accordance with the provisions of Section 125 of Article 16 of the Code of Public General Laws of Maryland; and that this Honorable Court ratify and approve the contracts for the sale of the property herein referred to, one-half of the net proceeds of said sale to be subject to the order of this Court.

AND as in duty bound, etc.

Robert N. Baer

Committee for Joseph M. Brian, III.

STATE OF MARYLAND, City of Baltimore, ss:

I HEREBY CERTIFY that on this 22nd day of April, 1942, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, personally appeared ROBERT N. BAER, the petitioner in the aforegoing petition, and made oath in due form of law that the matters and facts set forth therein are true.

WITNESS my hand and notarial seal.

(NOTARIAL SEAL)

Irma M. Bienemann

Notary Public.

ORDER.

Upon the aforegoing petition, affidavit and exhibits filed with said petition, it is this 8th day of May, 1942, DECREED by the Circuit Court of Anne Arundel County that the contracts of sale for the property in the Fifth Election District of Anne Arundel County therein particularly described, entered into between Margaret B. Baer acting on her own account and on behalf of said lunatic, and which are filed as an exhibit with the above petition, be and the same are hereby ratified and confirmed; and that the said Robert N. Baer, Committee as aforesaid, is further authorized upon payment of the purchase price provided in said contracts, to execute and deliver a deed conveying the interest of the said lunatic in said property to the purchasers thereof, one-half of the net proceeds of said property to be held subject to the order of this Court.

Ridgely P. Melvin, Judge.

PETITIONER'S EXHIBIT NO. 1

THIS AGREEMENT, made this 23 day of March, 1942, by MARGARET B. BAER, widow, of Baltimore County, State of Maryland, party of the first part, and WILLIAM KOCH and LILLIAN B. KOCH, his wife, parties of the second part.

WHEREAS the said Margaret B. Baer, together with her brother, Joseph M. Brian,3rd, are the owners, in equal shares, of a large tract of land with improvements thereon, in the Fifth District of Anne Arundel County, comprising approximately three hundred thirty-seven acres of land, in fee simple, lying on the southeast side of the road to Camp Meade and on the east side of the Belle Grove Road, and on both sides of the Annapolis Road, all as outlined in red on the Plat hereto attached; and

WHEREAS the said Joseph M. Brian, 3rd, is an incompetent and is now a patient at the Spring Grove State Hospital; and

WHEREAS the said Margaret B. Baer, on her own behalf and on behalf of the said Joseph M. Brian, 3rd, believes that it would be advantageous to each of them to sell said tract of land;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

THAT in consideration of the premises and of the mutual covenants herein contained, the parties hereto do hereby covenant and agree as follows:

First: The party of the second part agrees to purchase that part of said property hereinafter more particularly described, together with all improvements thereon, for the sum of Seven Thousand Dollars, of which Five Hundred Dollars has been paid to the said Margaret B. Baer at the time of the signing of this agreement; the balance of the purchase price to be paid in the following manner: $1500 at the time of settlement, and the balance of $5,000 to be secured by a purchase money mortgage to run for five years, with interest at 5% per annum, payable semi-annually, and which shall contain a provision for amortization of $125 each six months, the first of said payments to be due eighteen months from the date of said mortgage, and with the right to the mortgagors to prepay, in whole or in part, said mortgage debt or the balance thereof, at any interest payment date, in sums of $100 or multiples thereof; interest to abate proportionately upon the principal of said debt as and when any of said principal payments is made.

The property hereby sold is described as follows:

BEGINNING for the same at the end of the third line of the land described in a deed dated November 30, 1831, recorded among the Land Records of Anne Arundel County in Liber W.S.G. No. 16, folio 464, from Abner Linthicum, Jr., to Abner Linthicum, Sr., et al., Trustees; and running thence binding reversely on said third line as surveyed in 1923, South eighty-three degrees West one hundred forty and three-tenths feet to the beginning thereof; thence South eighteen degrees East 32 feet, more or less, to intersect a line drawn southwesterly parallel with the road leading to Camp Meade, and distant two hundred feet southeasterly measured at right angles therefrom; thence running and binding on said line drawn parallel to the road leading to Camp Meade South fifty-three degrees one minute West twelve hundred and 28 feet, more or less, to intersect the westernmost outline of the whole tract of which this is a part; thence binding on said westernmost outline South four degrees twenty minutes West six hundred sixty feet, more or less, to intersect a line drawn westerly, at right angles to the Old Annapolis Road, from a point in the centre of said road, distant southerly thirty feet from the centre of a lane running westerly from said Old Annapolis Road; thence easterly, binding on said line so drawn twelve hundred feet, more or less, to said point in the centre of the Old Annapolis Road; thence northerly, binding on the centre of said Old Annapolis Road, twelve hundred and forty feet, more or less, to a bend in said road; thence still binding on said Old Annapolis Road northwesterly two hundred and fifty feet, more or less, to the place of beginning. Containing thirty acres of land, more or less.

BEING a part of the land which by deed dated July 9, 1853, and recorded among the Land Records of Anne Arundel County in Liber N.H.G. No. 2, folio 358, was granted and conveyed by Charles W. Ridgely, Trustee, unto Joseph M. Brian, Sr.

Second: The said Margaret B. Baer will promptly institute and press to a conclusion a proceeding in a court of competent jurisdiction to have the said Joseph M. Brian, 3rd, adjudicated a lunatic and a committee appointed for his estate, and will petition said Court to authorize a sale of the undivided one-half interest of said Joseph M. Brian, 3rd, --- in accordance with the terms of this agreement, and upon the ratification of said sale by said Court, and upon the payment of the balance of the purchase money, as hereinbefore set forth, with adjustment of taxes, water charges, tenants' rent and any and all other charges against said property to the day of transfer, the said Margaret B. Baer will simultaneously with the conveyance by the committee of the share of the said Joseph M. Brian, 3rd, in said property, convey her undivided one-half interest therein to said purchasers.

Third: That consummation of this sale shall be made within thirty days from the date of ratification by said Court of the sale hereby made, and that the time of settlement as herein stated shall be of the essence of this agreement.

Fourth: The title to said property shall be a good and marketable one, in fee simple, free of all liens or encumbrances and if for any reason a good and marketable title cannot be given, said deposit made on account of said purchase price shall be returned and neither party shall be under any obligation of any sort, in damages or otherwise, to the other, to the same extent as though this agreement had never been made. Upon payment as above of the unpaid purchase money, and the execution and delivery of the mortgage

aforesaid, 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.

Fifth: The seller shall not be under obligation to pay, nor shall there be any commission due for the sale of said property unless settlement is made by the purchaser in accordance with this agreement; and if, as and when settlement is so made the Seller will pay to Maryland and Virginia Farm Agency, Inc., a commission of 7½% upon the purchase price. The said Maryland and Virginia Farm Agency, Inc. joins in this contract for the purpose of evidencing its consent to this agreement.

Sixth: That costs of all revenue stamps shall be borne equally by the Vendors and Vendees:

WITNESS the hands and seals of the parties hereto.

Witness: Margaret B. Baer (SEAL)

Irma M. Bienemann William Koch (SEAL)

Lillian B. Koch (SEAL)

John S Chaney _____ MARYLAND & VIRGINIA FARM AGENCY

By C.A.Buchanan Shreve, Pres.

PETITIONER'S EXHIBIT No. 2

THIS AGREEMENT, made this 6 day of April, 1942, by MARGARET B. BAER, widow, of Baltimore County, State of Maryland, party of the first part, and WILLIAM KOCH and LILLIAN B. KOCH, his wife, parties of the second part.

WHEREAS the said Margaret B. Baer and her brother, Joseph M. Brian, 3rd, are the owners, in equal shares, of a large tract of land with improvements thereon, in the Fifth District of Anne Arundel County, comprising approximately three hundred thirty-seven acres of land, in fee simple, lying on the southeast side of the road to Camp Meade and on the east side of the Belle Grove Road, and on both sides of the Annapolis Road, all as outlined in red on the Plat heretofore filed in the hereinafter mentioned proceeding; and

WHEREAS the said Joseph M. Brian, 3rd, is an incompetent and is now a patient at the Spring Grove State Hospital; and

WHEREAS the said Margaret B. Baer, on her own behalf and on behalf of the said Joseph M. Brian, 3rd, believes that it would be advantageous to each of them to sell said tract of land;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

THAT in consideration of the premises and of the mutual covenants herein contained, the parties hereto do hereby covenant and agree as follows:

First: The parties of the second part agree to purchase that part of said property hereinafter more particularly described, at and for the sum of Twenty-five Hundred Dollars ($2500.00), of which Fifty Dollars ($50.00) has been paid to the said Margaret B. Baer at the time of the signing of this agreement; the balance of the purchase price to be paid in the following manner: $200 at the time of settlement, and the balance of $2,250 to be secured by a purchase money mortgage to run for five years, with interest at 5% per annum, payable semi-annually, and which shall contain a provision for amortization of $50 each six months, the first of said payments to be due eighteen months from the date of said mortgage, and with the right to the mortgagors to prepay, in whole or in part, said mort-

gage debt or the balance thereof, at any interest payment date, in sums of $100 or multiples thereof; interest to abate proportionately upon the principal of said debt as and when any of said principal payments is made.

The property hereby sold is described as follows:

BEGINNING for the same at the beginning of the third line of the land described in a deed dated November 30, 1831, recorded among the Land Records of Anne Arundel County in Liber W.S.G. No. 16, folio 464, from Abner Linthicum, Jr. to Abner Linthicum, Sr., et al. Trustees, and at the southwesternmost corner of the church lot; and running thence South eighteen degrees East thirty-two feet, more or less, to intersect a line drawn southwesterly, parallel with the road leading to Camp Meade and distant two hundred feet southeasterly measured at right angles therefrom; thence running and binding on said line drawn parallel to the road leading to Camp Meade South fifty-three degrees one minute West twelve hundred twenty-eight feet, more or less, to intersect the westernmost outline of the whole tract of which this is a part; thence binding on said westernmost outline North four degrees twenty minutes East two hundred sixty-six and three-tenths feet, more or less, to the centre of Camp Meade Road; thence binding on the centre of the Camp Meade Road North fifty-three degrees one minute East eleven hundred twenty-one feet to the westernmost outline of the church lot; and thence binding on said westernmost outline of said church lot South eighteen degrees East one hundred seventy-nine and five-tenths feet to the place of beginning. Containing five and four-tenths acres of land, more or less. A plat of said lot being attached hereto.

BEING a part of the land which by deed dated July 9, 1853, and recorded among the Land Records of Anne Arundel County in Liber N.H.G. No. 2, folio 358, was granted and conveyed by Charles W. Ridgely, Trustee, unto Joseph M. Brian, Sr.

Second: The said Margaret B. Baer has instituted in the Circuit Court for Anne Arundel County a proceeding to have the said Joseph M. Brian, 3rd, adjudicated a lunatic and a committee appointed for his estate, and will petition said Court to authorize a sale of the undivided one-half interest of said Joseph M. Brian, 3rd, in accordance with the terms of this agreement, and upon the ratification of said sale by said Court, and upon the payment of the balance of the purchase money, as hereinbefore set forth, with adjustment of taxes, water charges, and any and all other charges against said property to the day of transfer, the said Margaret B. Baer will simultaneously with the conveyance by the committee of the share of the said Joseph M. Brian, 3rd, in said property, convey her undivided one-half interest therein to said purchasers.

Third: That consummation of this sale shall be made within thirty days from the date of ratification by said Court of the sale hereby made, and that the time of settlement as herein stated shall be of the essence of this agreement.

Fourth: The title to said property shall be a good and marketable one, in fee simple, free of all liens or encumbrances and if for any reason a good and marketable title cannot be given, said deposit made on account of said purchase price shall be returned and neither party shall be under any obligation of any sort, in damages or otherwise, to the other, to the same extent as though this agreement had never been made. Upon payment as above of the unpaid purchase money, and the execution and delivery of the mortgage

aforesaid, 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.

Fifth: The seller shall not be under obligation to pay, nor shall there be any commission due for the sale of said property unless settlement is made by the purchaser in accordance with this agreement; and if, as and when settlement is so made the Seller will pay to Maryland and Virginia Farm Agency, Inc., a commission of 7½% upon the purchase price. The said Maryland and Virginia Farm Agency, Inc. joins in this contract for the purpose of evidencing its consent to this agreement.

Sixth: That costs of all revenue stamps shall be borne equally by the Vendors and Vendees.

WITNESS the hands and seals of the parties hereto.

Witness:

Robert N. Baer

William Koch (SEAL)

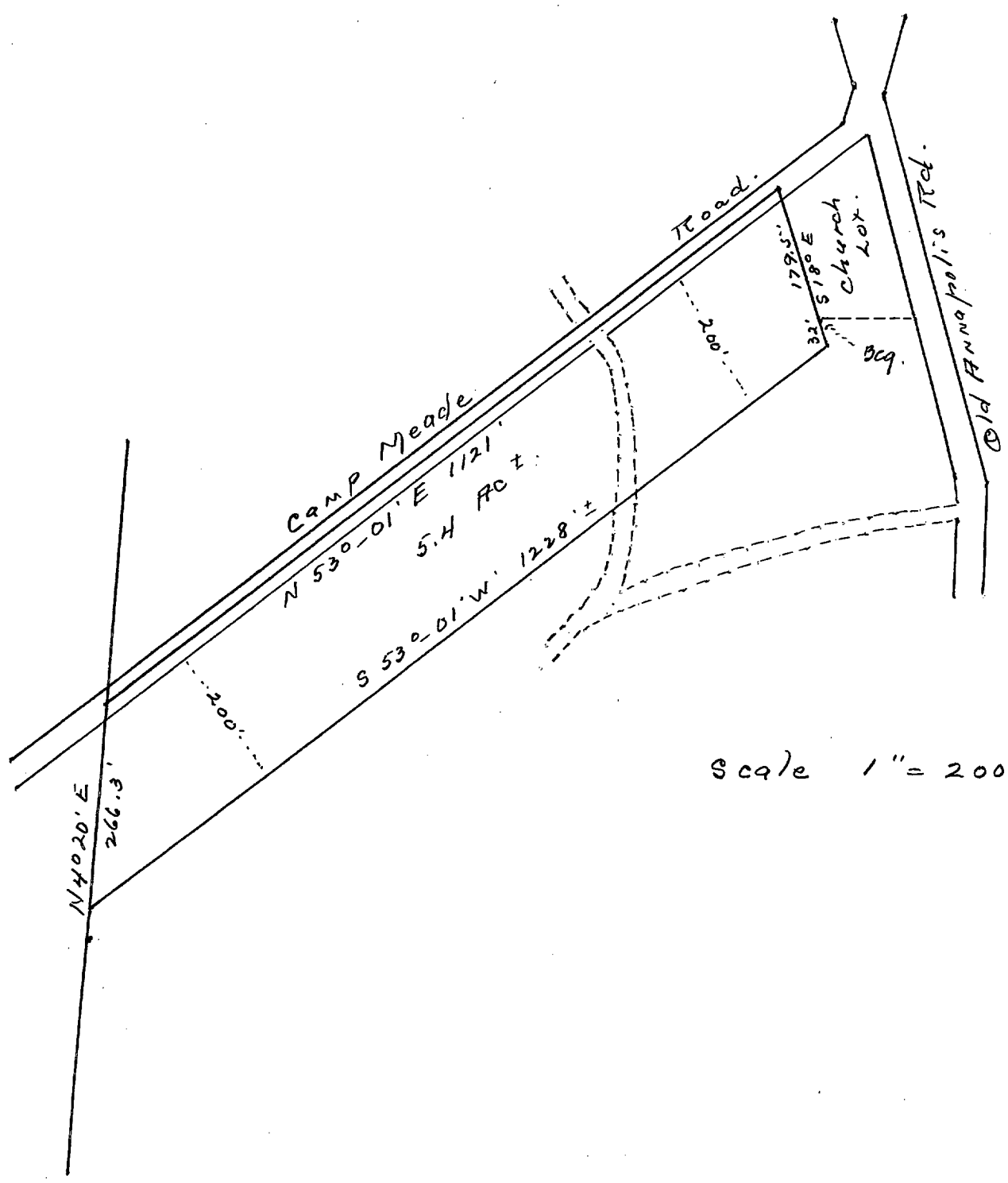
Lillian B. Koch (SEAL)

Margaret B. Baer (SEAL)

MARYLAND & VIRGINIA FARM AGENCY

By C.A.Buchanan Shreve

PLAT



PETITIONER'S EXHIBIT NO. 3

WE, THE UNDERSIGNED, real estate brokers of more than ten years' experience and faliar with property values in Anne Arundel County, do hereby certify that in our opinion the price of Ninety-five Hundred Dollars for the two lots of ground agreed to be sold by Margaret B. Baer to William Koch and Lillian B. Koch, his wife, is a fair and reasonable price for said property.

Frankie Wilson

John S. Chaney

Filed May 8" 1942.

PETITION AND ORDER.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The petition of Robert N. Baer, Committee of Joseph M. Brian, 111, respectfully represents:

1. Upon the death of the father and mother of the said Joseph M. Brian, III, a large tract of land situate in the Fifth Election District of Anne Arundel County, and referred to in these proceedings, became vested in the said Joseph M. Brian, 111, and Margaret B. Baer, in undivided one-half interests, as tenants in common.

2. Your petitioner was appointed Committee of the said Joseph M. Brian, 111, by an order of this Court passed in the above entitled cause on the 22nd day of April, 1942, and has filed his approved corporate bond and has entered upon the duties of such Committee since the date of said appointment.

3. Your petitioner has agreed with the consent of the said Margaret B. Baer, and subject to the approval of this Court, to sell to William C. Hoffman twelve acres of the land belonging to the said Joseph M. Brian, III, and the said Margaret B. Baer, and lying on the east side of the Old Annapolis Road beginning at a point three hundred feet south from the intersection of the east side of the Old Annapolis Road with the centre line of Hammond's Lane, and extending southerly on the Old Annapolis Road approximately eight hundred feet, with an even depth easterly of six hundred feet; at and for the sum of Four Thousand Dollars ($4,000.00) to be paid in cash on the day of settlement.

4. Your petitioner avers that it would be to the benefit and advantage of the estate of said incompetent to make the aforesaid sale, for the reason that said incompetent has no income whatsoever save that which can be procured from said property, and that while said property is rented it does not pay sufficient to meet the taxes and the interest on the mortgage debts upon said property, and that there are no funds available for the maintenance and support of said incompetent, nor for the payment of the costs of this proceeding, and that it is necessary to raise money to meet the obligations arising out of the holding of said property and the support and maintenance of said incompetent and to pay the costs of this proceeding.

5. Your petitioner, together with the said Margaret B. Baer, the owner of the other undivided one-half interest in the property above mentioned, and the said purchaser believe that it would be advantageous to all parties in interest that certain restrictions be put upon the entire property now owned by the said incompetent and the said Margaret B. Baer, and that the placing of said restrictions thereon will enhance the value of said property.

A copy of said restrictions, marked Petitioner's Exhibit No. 1, are attached to this petition and prayed to be taken as a part hereof.

6. Your petitioner believes that the price obtained for said twelve acres of land so sold to the said William C. Hoffman is a fair and reasonable price and is as much as he can obtain for the same; and he files herewith the certificate of two real estate brokers familiar with property values in Anne Arundel County, certifying thereto. Said certificate is marked "Petitioner's Exhibit No. 2" and is prayed to be made a part of this petition.

WHEREFORE your petitioner prays:

(1) That Robert N. Baer, Committee of Joseph M. Brian, III, be authorized to make sale to William C. Hoffman of the twelve acres heretofore mentioned, at and for the sum of Four Thousand Dollars and that he be further authorized to execute and deliver, in conjunction with the said Margaret B. Baer, a proper deed therefor, upon receipt of the purchase price as hereinabove set forth; and

(2) That he be authorized as such Committee to join with the said Margaret B. Baer and William C. Hoffman in executing proper deeds establishing the restrictions upon the whole of the land now belonging to the said Joseph M. Brian, III, and Margaret B. Baer.

AND as in duty bound, etc.

Robert N. Baer

Committee for Joseph M. Brian, III.

STATE OF MARYLAND, City of Baltimore, ss:

I HEREBY CERTIFY that on this 21st day of October, 1942, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, personally appeared ROBERT N. BAER, the petitioner in the aforegoing petition, and made oath in due form of law that the matters and facts set forth therein are true.

WITNESS my hand and notarial seal.

(NOTARIAL SEAL)

Irma M. Bienemann

Notary Public.

I hereby consent to the passage of the order as prayed.

Margaret B. Baer.

ORDER

Upon the aforegoing petition, affidavit and exhibits filed with the said petition, it is this 22nd day of October, 1942, ORDERED by the Circuit Court of Anne Arundel County:

(1) That Robert N. Baer, Committee of Joseph M. Brian, III, be authorized to make sale to William C. Hoffman of the twelve acres heretofore mentioned, at and for the sum of Four Thousand Dollars and that he be further authorized to execute and deliver, in conjunction with the said Margaret B. Baer, a proper deed therefor, upon receipt of the purchase price as hereinabove set forth; and

(2) That he be authorized as such Committee to join with the said Margaret B. Baer and William C. Hoffman in executing proper deeds establishing the restrictions upon the whole of the land now belonging to the said Joseph M. Brian, III, and Margaret B. Baer.

Ridgely P. Melvin,

Judge.

PETITIONER'S EXHIBIT NO. 1.

SUB -DIVISION 1.

The word "Grantors" as used in this Deed and Agreement is intended to include their heirs and assigns, agent or agents, or successors.
The word "lot" as used in this Deed is intended to mean any piece or parcel of ---------- land on which, in accordance with the provisions hereof or of any Deed from the Grantors hereafter transferring title thereto, the owner shall have the right to erect a dwelling or building as hereinafter mentioned.

SUB-DIVISION 11.

There shall not be erected, permitted, maintained or operated upon any of the land included in said tract any place for the sale or distribution in any way of alcoholic beverages of any nature, any brewery, distillery, malt-house, slaughter house, brass foundry, tin, nail, iron or other foundry, limekiln, stone quarry, cement mill, sugar refinery, crematory, graveyard, jail, penitentiary, house of correction hospital, asylum, sanatorium or institution of like or kindred nature; nor any plant, manufactory or establishment for the purpose of making or preparing soap, candles, starch, vitriol, vinegar, glue, ink, turpentine, oil, lamp black, gunpowder, dynamite or other explosive, baking powder, cream of tartar, gas, asphalt or fertilizer, nor for bone boiling, fat boiling, dyeing, tanning, dressing or preparing skins, hides or leather; nor shall any trailer camp or commercial parking lot be maintained upon said premises, or any noxious, dangerous or offensive thing, trade or business whatsoever be permitted or maintained on said property; nor shall any hogs or other offensive animals be kept on said land.

At no time shall the land included in said tract or any part thereof, or any building erected thereon, be occupied by any negro or person of negro extraction. This prohibition, however, is not intended to include the occupancy by a negro domestic servant or other person, while employed in or about the premises by the owner or occupant of any land included in said tract.

SUB-DIVISION III.

The land included in said tract shall be used for residence purposes only, and private garages for the sole use of respective owners or occupants of lots upon which such garages are erected, save that any retail or wholesale store or manufactory not carrying on any of the businesses or purposes specifically prohibited by Sub-Division II hereof, may, with the consent of the Grantors, be erected, permitted, maintained and operated upon said land.

SUB-DIVISION IV.

No building or any part thereof, except as hereinafter provided, shall be erected or permitted within ten (10) feet from the rear line or side line of any lot.

No part of any garage, unless the garage be made a part of or be attached to the main building on the lot, may be erected or maintained within fifty (50) feet of the front line of said lot, or less than ten (10) feet from the rear line or either side line of the lot.

The Grantors shall in all cases have the right to say and determine which are the front, side and rear lines of any lot, and also the amount of the setback from said lines necessary to conform to the requirements hereof, and the Grantors' judgment and determination thereon shall be final and binding.

SUB-DIVISION V.

Free or open spaces shall be left on every lot built upon, on both sides of every

building erected thereon, which free spaces shall extend the full depth of the lot and shall be in addition to and independent of any free spaces pertaining to or required for any other building or any other lot. No part of any building shall encroach on these free spaces.

The minimum width of such free space to be left on either side of any building shall be not less than ten feet on each side of said building.

If the width of any building, by reason of its irregular shape or otherwise, or, if the location of the free spaces required herein in relation thereto, be uncertain, the Grantors may in all such cases determine what is to be deemed the width of such building and the location of such free spaces, and the decision of the Grantors in respect thereto shall be final.

SUB-DIVISION VI.

No building, fence, wall, dwelling or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure and the grading plan of the lot to be built upon shall have been submitted to and approved, in writing, by the Grantors, and a copy thereof, as finally approved, lodged permanently with them. The Grantors shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in their opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plan, they shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure or the roadway as planned, or on the outlook from the adjacent or neighboring property.

SUB-DIVISION VII.

The Grantors hereby expressly reserve the right in their absolute discretion at any time to change or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein, as to any part of said tract then owned by the Grantors and, with the consent of the then owner, as to any other land included in said tract.

SUB-DIVISION VIII.

The Grantors reserve the right at any time or from time to time to remove from any lot, underbrush or rubbish, to cut the grass thereon, to generally keep said lot in good condition, to trim or prune any hedge or other planting that, in the Grantors' opinion, by reason of its location on the lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property, or obscures the view in street traffic, or is unattractive in appearance, all at the expense of the owner thereof.

The rights and easements are reserved to construct and maintain on the rear portion of any lot the anchors and guys, with their attachments, that may be reasonably necessary in the construction and maintenance of the pole lines erected or which may hereafter be erected in furnishing electric current, telephone and other public utility services to the occupants of said tract, provided that if any anchor, guy or attachment shall inter-

fere with any building that may hereafter be erected on said tract, the anchor, guy or attachment may be relocated, without, however, expense to the Grantors. The right is reserved to prune or trim any trees on any lot that interferes with the construction, maintenance or efficiency of said electric current, telephone or other utility service.

Easements and rights of way are hereby expressly reserved in and over all of the lots which may be sold from time to time and which constitute a part of the original tract or tracts now owned by said Grantors. Said easements and rights of way shall be for the following purposes:

For the construction and maintenance of storm-water drains, land drains, sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility or function conducted, maintained, furnished or performed by or in any method beneath the surface of the ground; the ground subject to such easements shall at all times be kept free from any post, fence or any other thing which might damage or interfere with such public utilities, sewers, conduits, etc., lying in the bed thereof.

The Grantors shall have the right to enter upon said reserved land for any of the purposes for which said easements and rights of way are resered.

The Grantors reserve the right at the time of, or after, grading any street or road, or any part thereof, to enter upon any abutting lot and grade the portion of such lot adjacent to such street or road to a slope of 2 to 1, but the Grantors shall not be obligated to do such grading or to maintain the slope.

SUB-DIVISION IX.

It is hereby expressly stated and provided that nothing herein contained shall constitute a dedication of any street, road or lane mentioned in the description of said tracts, the title to all such streets, roads and lanes being hereby expressly reserved to the Grantors; nor shall any deed from the Grantors hereafter made, conveying any part of the land included in said tract or tracts, be held to convey the title to or to dedicate the bed of any street, road or lane, except where expressly so conveyed or dedicated in the deed.

The Grantors hereby give and grant to each owner, hereafter acquiring title to any of the land included in said tract, the right to such use of said streets, roads and lanes as may be necessary for reasonable and convenient ingress and egress to and from the land belonging to such owner; but, subject to such user in said streets by said owners, the Grantors expressly reserve to themselves the title to both the surface and beds of all said streets, roads and lanes, and the right to use and occupy the same or to allow others so to do in any manner that does not materially interfere with said user of ingress and egress, and it further expressly reserves the exclusive right to grade, change the grade of, re-grade, change the location of, close or partly close any street, road or lane, but no change of location or closing shall be made that will prevent reasonably convenient ingress and egress to and from, or take any portion of, any lot sold or conveyed by the Grantors prior to such change of location or closing.

The Grantors reserve, however, the right to dedicate to public use and the right to

convey to any public authority or to any corporation having power to acquire the same, all its right, title and interest in and to any streets, roads and lanes now or hereafter laid out in said tract or tracts, subject to the rights of property owners as hereinbefore granted.

SUB-DIVISION X.

It is distinctly covenanted and agreed between the parties hereto, that all covenants and agreements above expressed shall be held to run with and bind the land hereby conveyed, and all subsequent owners and occupants thereof, and the acceptance of this deed shall have the same effect and binding force upon the party of the second part, his heirs and assigns, as if the same were signed and sealed by the party of the second part; provided, further, that any of the covenants contained in this Deed may at any time and in any manner be changed by the Grantors and the said Grantors shall have the right to change the lines and size of any lot provided no lot as changed shall be less than one hundred feet front.

SUB -DIVISION XI.

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Grantors in addition to all other remedies, the right to enter upon the land, upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provision hereof; and the Grantors shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

SUB-DIVISION XII.

The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Grantors or to the owner of any land included in said tract, their respective legal representatives, heirs, successors and assigns, and failure by the Grantors or any landowner to enforce any restrictions, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

SUB-DIVISION XIII.

All of the restrictions, conditions, covenants, easements and agreements contained herein shall be in perpetuity; provided, however, that in the year 1960, and in each twentieth year thereafter (that is in the year 1980 &c.) any of the provisions contained in this Deed and Agreement may be cancelled, annulled or abrogated, in whole or in part, by the recording in the proper public Land Records of appropriate instruments, in writing, executed by a majority, not including mortgagees, of the then lot owners of record in said tract, which instruments shall specifically set out the provisions of this Deed and Agreement, that are cancelled, annulled or abrogated.

PETITIONER'S EXHIBIT NO. 2.

WE, THE UNDERSIGNED, real estate brokers of more than ten years' experience and familiar with property values in Anne Arundel County, do hereby certify that in our opinion the price of Four Thousand Dollars for the twelve acres of ground agreed to be sold by Robert N. Baer, Committee, and Margaret B. Baer to William C. Hoffman, is a fair and reasonable price for said property.

And we further certify that in our opinion the placing of the restrictions hereto attached would be beneficial to all of the parties entitled to any interest in said property.

Edw. H. Beyer

Frankie Wilson

Filed Oct. 22" 1942.

PETITION AND ORDER.

EX PARTE IN THE MATTER OF
JOSEPH M. BRIAN, III,
an incompetent.

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
Case No. 8331 Docket 11-276

TO THE HONORABLE THE JUDGE OF SAID COURT:

The petition of Robert N. Baer, Committee, respectfully shows:

1. That this Committee is the holder of an un-divided one-half interest, together with Margaret B. Baer who is the owner of the remaining one-half interest, in and to two certain mortgages, as follows:

(a) a mortgage for $5,000 upon a lot of ground, containing approximately thirty acres of land, and which is fully described in the mortgage from William Koch and Lillian B. Koch, his wife, to your petitioner and the said Margaret B. Baer, dated May 28, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 260, folio 337;

(b) a mortgage of $2,250 upon a lot of ground containing approximately five and four-tenth acres of land, and which is fully described in the mortgage from William Koch and Lillian B. Koch, his wife, to your petitioner and the said Margaret B. Baer, dated May 28, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 260, folio 342.

2. The said mortgagors have requested both your petitioner and the said Margaret B. Baer to release from the operation of the first of said mortgages a lot of ground described as follows:

BEGINNING for the same at a wooden hub set on the west side of the Old Annapolis Boulevard leading from Baltimore to Glen Burnie which point of beginning is located 470 feet more or less in a southeasterly direction from the centerline of the Fort Meade Road and is also located 44.3 feet northwesterly from the center line of a 30 inch culvert pipe running under said road; thence continuing with the west side of said road south 11 degrees 23 minutes east 100 feet and south 07 degrees 16 minutes east 98.1 feet; thence leaving said road and running north 88 degrees 34 minutes west 200 feet to a wooden stake; thence north 10 degrees 52 minutes west 152 feet to a wooden stake; and thence north 78 degrees 30 minutes east 200 feet to the place of beginning.
Containing 0.83 acres of land, more or less, and improved by a frame dwelling;
at and for the sum of Three Hundred Dollars ($300.00).

The said mortgagors have also requested your petitioners to release from the operation of the second of said mortgages the following lot of ground:

BEGINNING for the same at an iron pipe set on the east side of Fort Meade Road which point of beginning is located south 51 degrees west 561.9 feet from the center line of the Old Annapolis Boulevard measured along the center line projection of the Fort George G. Meade Road; thence at right angles to said road South 39 degrees East 160.2 feet to an iron pipe on the west side of the gravel road leading to the Koch home; thence with the

west side of said gravel road south 07 degrees 55 minutes west 139.8 feet and south 43 degrees 20 minutes west 98 feet to an iron pipe; thence parallel to the first line of this description north 39 degrees west 270.3 feet to the east side of the aforementioned Fort George G. Meade Road; thence with the east side of said road north 51 degrees east 200 feet to the place of beginning. Containing 1.08 acres of land, more or less, said land being unimproved;

at and for the sum of Five Hundred Dollars ($500.00).

Your petitioner believes that it would be for the benefit and advantage of the estate of said incompetent to release said lots upon the payment of the release prices above stated, and he therefore prays this Court to pass an order authorizing him to execute the releases of the lots mentioned above from the respective mortgages aforesaid, upon the payment of the release prices as set out in this petition.

AND as in duty bound, etc.

Robert N. Baer

Committee for Joseph M. Brian, III.

STATE OF MARYLAND, City of Baltimore, ss:

I HEREBY CERTIFY that on this 14th day of October, 1942, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ROBERT N. BAER, Committee for Joseph M. Brian, III, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true as therein stated, to the best of his knowledge, information and belief.

WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Irma M. Bienemann

Notary Public

I hereby request the Court to pass the above order as prayed.

Margaret B. Baer.

ORDER

Upon the foregoing petition and affidavit, it is this 22nd day of October, 1942, ORDERED by the Circuit Court for Anne Arundel County that Robert N. Baer, Committee as aforesaid, be and he is hereby authorized to release from the operation of the aforesaid mortgages the two lots of ground above described, upon the payment to him and Margaret B. Baer of the release prices as set forth in the foregoing petition.

Ridgely P. Melvin

Judge.

Filed Oct. 22, 1942.

PETITION AND ORDER

TO THE HONORABLE THE JUDGE OF SAID COURT:

The petition of Robert N. Baer, Committee, respectfully shows:

1. Under an order of this Court passed on the 22nd day of October, 1942, in the above entitled cause, the said Committee was authorized to release the lot of ground secondly described in said petition from the operation of a mortgage of Twenty-two Hundred and Fifty Dollars ($2250.00) from William Koch and wife to this Committee and Margaret B. Baer, dated May 28, 1942, and recorded among the Land Records of Anne Arundel County in

Liber J.H.H. No. 260, folio 342.

2. It is now found that a small portion constituting the rear of said lot extends into and is a part of the property which is subject to a mortgage of Five Thousand Dollars ($5,000.00) from the said William Koch and wife to your petitioner and Margaret B. Baer, dated May 28, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 260, folio 337.

3. In order to secure a satisfactory release of said lot, it becomes necessary to release the same from both of the above mentioned mortgages.

WHEREFORE your petitioner prays that this Court may pass its order authorizing and directing him, with the consent and joinder of the said Margaret B. Baer, to release from the lien and operation of both of the mortgages above mentioned the lot of ground secondly mentioned in the aforesaid petition and fully described as follows:

BEGINNING for the same at an iron pipe set on the east side of the Fort Meade Road, which point of beginning is located South 51 degrees West 561.9 feet from the center line of the Old Annapolis Boulevard, measured along the center line projection of the Fort George G. Meade Road; thence at right angles to said road South 39 degrees East 160.2 feet to an iron pipe on the west side of the gravel road leading from the Koch home; thence with the west side of said gravel road, South 07 degrees 55 minutes West 139.8 feet and South 43 degrees 20 minutes West 98 feet to an iron pipe; thence parallel to the first line of this description North 39 degrees West 270.3 feet to the east side of the Fort George G. Meade Road; thence with the east side of said Road, north 51 degrees East 200 feet to the place of beginning. Containing 1.08 acres of land, more or less; said land being unimproved. upon the payment of the sum of Five Hundred Dollars ($500.00), which is to be applied to the reduction of the mortgage of Twenty-two Hundred and Fifty Dollars ($2250.00) above mentioned.

Your petitioner believes that it would be for the benefit and advantage of the estate of said incompetent to release said lot upon the payment of the release price above stated, and he therefore prays this Court to pass an order authorizing him to execute the release of the lot mentioned above from the respective mortgages aforesaid, upon the payment of the release price as set out in this petition, which shall be applied to the reduction of the mortgage of Twenty-two Hundred and Fifty Dollars ($2250.00) above mentioned.

And as in duty bound, etc.

Robert N. Baer,

Committee for Joseph M. Brian, III.

STATE OF MARYLAND, City of Baltimore, ss:

I HEREBY CERTIFY that on this 21st day of November, 1942, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ROBERT N. BAER, Committee for Joseph M. Brian, III, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true as therein stated, to the best of his knowledge, information and belief.

WITNESS my hand and notarial seal.

(NOTARIAL SEAL)

Irma M. Bienemann

Notary Public

ORDER

Upon the foregoing petition and affidavit, it is this 24th day of November, 1942, ORDERED by the Circuit Court for Anne Arundel County that Robert N. Baer, Committee as aforesaid, be and he is hereby authorized to release from the operation of the aforesaid mortgages the lot of ground above described, upon the payment to him and Margaret B. Baer of the release price as set forth in the foregoing petition, and which is to be applied to the reduction of the mortgage of Twenty-two Hundred and Fifty Dollars as aforesaid.

Ridgely P. Melvin, Judge.

Filed Nov. 24" 1942.

PETITION AND ORDER and PETITIONER'S EXHIBIT No. 2.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The petition of Robert N. Baer, Committee of Joseph M. Brian, III, respectfully represents:

1. By an order of this Court passed on the 22nd day of April, 1942, he was appointed Committee of the person and estate of the said Joseph M. Brian, III, and has filed his approved corporate bond with the Clerk of this Court.

2. That said incompetent is now about 67 years of age and is under the care and charge of your petitioner, and is now a patient at the Spring Grove State Hospital in Baltimore County.

3. As will appear from the proceedings in this case, the estate of the said incompetent consists of an undivided one-half interest in a large tract of ground in the Fifth Election District of Anne Arundel County, which is unproductive, and your petitioner further alleges that the said Joseph M. Brian, III, has no income whatsoever save that which can be procured from said property, and that there is no income sufficient to meet the principal of the mortgage debts with which the property is encumbered and the interest thereon, nor the taxes, nor for the maintenance and support of said incompetent or the payment of the costs of this proceeding and other reasonable and proper expenses which have been or may from time to time be incurred by your Committee.

4. That it is advisable, therefore, to sell the interest of said incompetent in a part of his real estate, for the purposes above set forth, and that it would be to his advantage and benefit so to do.

5. Margaret B. Baer, the owner of the other undivided one-half interest in the aforesaid tract of land, and Robert N. Baer, Committee, have entered into a contract with Catherine L. Rich and Gilman A. Rich, her husband (subject to the ratification by this Court as to the said of the said incompetent's interest therein) to sell so much of said land as is described in said contract, at and for the aggregate price of Four Thousand and Sixty-eight Dollars ($4,068.00), and to accept a purchase money mortgage for Three Thousand Dollars ($3,000.00), to contain the terms set forth in said contract, in part payment thereof, all of which will appear from said contract, filed herewith marked "Petitioner's Exhibit No. 1" and prayed to be made a part of this petition.

6. That the property so agreed to be sold is fully described in the said Exhibit No. 1 filed herewith, and has been surveyed by J. R. McCrone, Jr., Surveyor, of Annapolis, Maryland, under date of July 1943; a copy of said survey being filed herewith market "Petitioner's Exhibit No. 2" and prayed to be made a part hereof.

7. Your petitioner believes that the price obtained for said property so agreed to be sold is fair and reasonable and is as much as he can obtain for the same, and he files herewith the certificate of two real estate brokers familiar with property values in Anne Arundel County, certifying thereto.

WHEREFORE your petitioner prays this Honorable Court to pass its order authorizing him to sell, at and for the price aforesaid, the interest of said incompetent in and to the property described in said contract, in accordance with the provisions of Section 127 of Article 16 of the Code of Public General Laws of Maryland; and that this Honorable Court ratify and approve the contract for the sale of the property herein referred to, one-half of the net proceeds of said sale to be subject to the order of this Court.

AND as in duty bound, etc.

Robert N. Baer

Committee for Joseph M. Brian, III

STATE OF MARYLAND, City of Baltimore, ss:

I HEREBY CERTIFY that on this 30th day of July, 1943, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, personally appeared ROBERT N. BAER, the petitioner in the aforegoing petition, and made oath in due form of law that the matters and facts set forth therein are true.

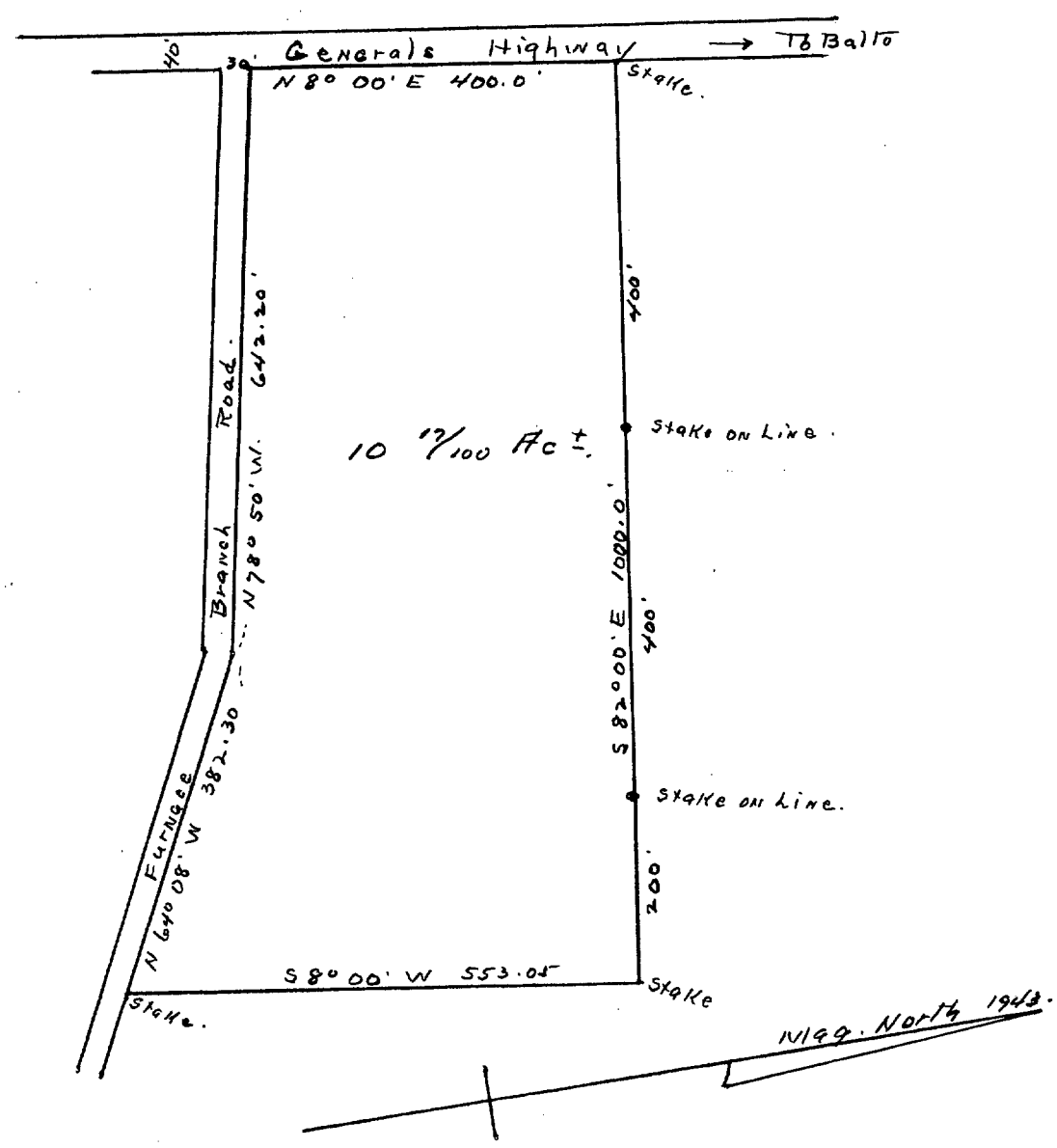
WITNESS my hand and notarial seal.

(NOTARIAL SEAL)

Irma M. Bienemann

Notary Public.

Filed July 31" 1943.



Survey.
10 7/100 Acres – Mr Rich.
Part Brian Est.
Near Linthicum A.A. Co. Md.
Scale 1" = 200' Date July 1943.

J. R. McCrone, Jr.
Registered Professional Engineer & Land Surveyor.
Annapolis, Md.

WE, THE UNDERSIGNED, real estate brokers of more than ten years' experience and familiar with property values in Anne Arundel County, do hereby certify that in our opinion the price of Four Thousand and Sixty-eight Dollars for the lot of ground agreed to be sold by Margaret B. Baer and Robert N. Baer, Committee, to Catherine L. Rich and Gilman A. Rich, her husband, is a fair and reasonable price for said property.

Frankie Wilson
J. M. Bandel
Bernard B. Bandel & Co.

ORDER

Upon the aforegoing petition, exhibits and affidavit, it is this 31" day of July, 1943:

ORDERED by the Circuit Court for Anne Arundel County that the private sale to Catherine L. Rich and Gilman A. Rich, her husband, of the property mentioned in the aforegoing proceedings, and reported by Robert N. Baer, Committee, and the contract of sale made between Margaret B. Baer and Robert N. Baer, Committee, and the said Catherine L. Rich and Gilman A. Rich, filed in this proceeding, be and the same is hereby ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1" day of Sept. next; provided a copy of this order be inserted in some newspaper, printed in Anne Arundel County, once in each of three successive weeks, before the 1" day of Sept. next.

The amount of the sale to be $4,068.00, a one-half interest therein belonging to Joseph M. Brian, 3rd.

John H. Hopkins, 3rd. Clerk.

Filed Sept. 4" 1943

CERTIFICATE OF PUBLICATION Annapolis, Md. Sept. 2, 1943.

We hereby certify, that the annexed Order Nisi Equity No. 8331 Joseph M. Brian, 3rd. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 1st day of September, 1943. The first insertion being made the 5" day of August, 1943.

THE CAPITAL-GAZETTE PRESS, Inc.
By Blanche Bryan

Filed Sept. 3" 1943

ORDERED BY THE COURT, This 4th day of Sept. 1943 that the private sale made and reported by the Committee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Committee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, C.J.

Filed Sept. 4" 1943.

PETITIONER'S EXHIBIT No. 1

THIS AGREEMENT, made this 29th day of July, 1943, by and between ROBERT N. BAER, Committee of Joseph M. Brian, 3rd, and MARGARET B. BAER, widow, both of Baltimore County, State of Maryland, parties of the first part; and CATHERINE L. RICH and GILMAN A. RICH, her husband, parties of the second part.

WITNESSETH that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, subject to the ratification of the Circuit Court for Anne Arundel County, and the latter do hereby purchase from the former, the following described property located in Anne Arundel County, State of Maryland:

BEGINNING for the same at a point where the east side of the General's Highway (Old Annapolis Boulevard) intersects the north side of the Furnace Branch Road, thence with the east side of said General's Highway North eight degrees no minutes East four hundred feet to a stake, thence at right angles South eighty-two degrees no minutes East one thousand feet to a stake, thence at right angles South eight degrees no minutes West five hundred fifty-three and five one-hundredths feet to a stake set on the north side of said Furnace Branch Road, thence with the North side of said Furnace Branch Road North sixty-four degrees eight minutes West three hundred eighty-two and thirty one-hundredths feet and North seventy-eight degrees fifty minutes West six hundred forty-two and twenty one-hundredths feet to the place of beginning. Containing ten and seventeen one-hundredths acres of land, more or less, as recently surveyed under date of July, 1943, by J. R. McCrone, Jr., Surveyor, Annapolis, Maryland.

SUBJECT to the restrictions fully and at length set forth in the deed from Robert N. Baer, Committee, et al. to William C. Hoffman, dated on or about November 9, 1942, and recorded among the Land Records of Anne Arundel County prior hereto.

BEING a part of the property which was originally acquired by Joseph M. Brian under the two following deeds:

1. From Hezekiah Linthicum and wife, by deed dated January 22, 1850, and recorded among the Land Records of Anne Arundel County in Liber J.H.N. No. 4, folio 470;

2. From William H. Pitcher, Trustee, by deed dated November 18, 1854, and recorded among the Land Records of Anne Arundel County in Liber N.H.G. No. 4, folio 194;

For title see deed from William C. Hoffman and wife to Joseph M. Brian, 3rd, and Margaret B. Baer, dated November 9, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 271, folio 315.

At and for the price of Four Thousand and Sixty-eight Dollars ($4,068.00), or at the rate of Four Hundred Dollars per acre, of which Two Hundred Dollars ($200.00) has been paid prior to the signing hereof, the balance to be paid as follows: Upon the ratification of the above sale by the Circuit Court of Anne Arundel County, Eight Hundred and Sixty-eight Dollars ($868.00) in cash and a purchase money mortgage to the Sellors herein the amount of Three Thousand Dollars ($3,000.00) payable five years after date, with interest in the meantime at the rate of six per cent payable semi-annually; said mortgage debt to be amortized in amounts of One Hundred Dollars ($100.00) each six months during the term thereof and the balance due to be paid at the maturity of said mortgage, with the right and privilege to said mortgagors of prepaying any part or all of said principal indebtedness in sums of One Hundred Dollars or multiples thereof on any interest payment date; interest to abate proportionately as and when any such principal payment is made.

And upon payment as above of the unpaid purchase money, 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 and other public dues and assessments to be paid or allowed for by the Vendors to the date of transfer.

Time is the essence of this contract.

WITNESS the hands and seals of the parties hereto.

Witness:

Irma M. Bienemann

Edward B. Harrison

Robert N. Baer (SEAL)
Committee for Joseph M. Brian, 3rd.

Margaret B. Baer (SEAL)

Catherine L. Rich (SEAL)

Gilman A. Rich (SEAL)

Filed July 31" 1943.

PETITION and ORDER.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The petition of Robert N. Baer, Committee of Joseph M. Brian, III, respectfully represents:

1. By an order of this Court passed on the 22nd day of April, 1942, he was appointed Committee of the person and estate of the said Joseph M. Brian, III, and has filed his approved corporate bond with the Clerk of this Court.

2. That said incompetent is now about 68 years of age and is under the care and charge of your petitioner, and is now a patient at the Spring Grove State Hospital in Baltimore County.

3. As will appear from the proceedings in this case, the estate of the said incompetent consists of an undivided one-half interest in a large tract of ground in the Fifth Election District of Anne Arundel County, which is unproductive, and your petitioner further alleges that the said Joseph M. Brian, III, has no income whatsoever save that which can be procured from said property, and that there is no income sufficient to meet the principal of the mortgage debts with which the property is encumbered and the interest thereon, nor the taxes, nor for the maintenance and support of said incompetent or the payment of the costs of this proceeding and other reasonable and proper expenses which have been or may from time to time be incurred by your Committee.

4. That it is advisable, therefore, to sell the interest of said incompetent in a part of his real estate, for the purposes above set forth, and that it would be to his advantage and benefit so to do.

5. Margaret B. Baer, the owner of the other undivided one-half interest in the aforesaid tract of land, and Robert N. Baer, Committee, have agreed to sell unto William C. Hoffman (subject to the ratification by this Court as to the sale of said incompetent's interest therein) four acres of land, described as follows:

BEGINNING for the same at the end of the first line of all that tract of land reserved to William C. Hoffman by deed from William C. Hoffman and Helen Margaret Hoffman, his wife, to Joseph M. Brian, 3rd, and Margaret B. Baer, dated November 9, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 271, folio 315; and running thence, in continuance of said line, South eighty-four degrees forty-five minutes East two hundred eight and seventy-one one-hundredths feet; and thence running South five degrees fifteen minutes West, parallel with the second line of the aforesaid deed,

eight hundred thirty-four and eight-tenths feet; and thence running North eighty-four degrees forty-five minutes West two hundred eight and seventy-one one-hundredths feet to meet the end of said second line; and thence reversing said second line, and bounding thereon, North five degrees fifteen minutes East eight hundred thirty-four and eight-tenths feet to the place of beginning. Containing four acres of land, more or less.

SUBJECT to the restrictions set forth in the deed from Robert N. Baer, Committee, et al. unto William C. Hoffman, dated November 8, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 271, folio 310;

at and for the price of Fourteen Hundred Dollars ($1400.00) cash.

6. Your petitioner believes that the price obtained for said property so agreed to be sold is fair and reasonable and is as much as he can obtain for the same, and he files herewith the certificate of two real estate brokers familiar with property values in Anne Arundel County, certifying thereto.

WHEREFORE your petitioner prays this Honorable Court to pass its order authorizing him to sell the interest of said incompetent in and to the property hereinbefore described, in accordance with the provisions of Section 127 of Article 16 of the Code of Public General Laws of Maryland, the sale price for the whole of said property being Fourteen Hundred Dollars, in which the said incompetent has an undivided one-half interest; and that this Honorable Court ratify and approve the sale herein reported, one-half of the net proceeds of said sale to be subject to the order of this Court.

AND as in duty bound, etc.

Robert N. Baer

Committee for Joseph M. Brian, III.

STATE OF MARYLAND, City of Baltimore, ss:

I HEREBY CERTIFY that on this 24th day of December, 1943, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, personally appeared ROBERT N. BAER, the petitioner in the aforegoing petition, and made oath in due form of law that the matters and facts set forth therein are true.

WITNESS my hand and notarial seal.

(NOTARIAL SEAL)

Irma M. Bienemann

Notary Public.

I hereby consent to the passage of the order as prayed.

Margaret B. Baer

WE, THE UNDERSIGNED, real estate brokers of more than ten years' experience and familiar with property values in Anne Arundel County, do hereby certify that in our opinion the price of Fourteen Hundred Dollars for the lot of ground herein described and sold by Margaret B. Baer and Robert N. Baer, Committee, unto William C. Hoffman, is a fair and reasonable price for said property.

Frankie Wilson

J. Elmer Stryker

Filed Dec. 27" 1943

ORDER

Upon the aforegoing petition, affidavit and consent, it is this 27th day of December, 1943:

ORDERED by the Circuit Court for Anne Arundel County that the private sale to William C. Hoffman of the property mentioned in the aforegoing proceedings, and reported by Robert N. Baer, Committee, be and the same is hereby ratified and confirmed, unless cause to the contrary be shown on or before the 28th day of January 1944, 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 January, 1944 next.

The amount of the sale to be $1,400.00, a one-half interest therein belonging to Joseph M. Brian, 3rd.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 27" 1943.

CERTIFICATE OF PUBLICATION Annapolis, Md., Dec. 26" 1944

We hereby certify, that the annexed Order of the Court Eq. 8331 Ex Parte in the matter of Joseph M. Brian III 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 28 day of January, 1944. The first insertion being made the 30 day of December 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Dec. 27" 1944

ORDERED BY THE COURT, This 28th day of December, 1944 that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Committee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, C.J.

Filed Dec. 28" 1944.

PETITION - EXHIBITS and ORDER NISI.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The petition of Robert N. Baer, Committee for Joseph M. Brian, III, respectfully represents:

1. By an order of this Court passed on the 22nd day of April, 1942, he was appointed Committee of the person and estate of the said Joseph M. Brian, III, and has filed his approved corporate bond with the Clerk of this Court.

2. That said incompetent is now about 69 years of age and is under the care and charge of your petitioner, and is now a patient at the Spring Grove State Hospital in Baltimore County.

3. As will appear from the proceedings in this case, the estate of the said incompetent consists of an undivided one-half interest in a large tract of ground in the Fifth Election District of Anne Arundel County, which is unproductive, and your petitioner further alleges that the said Joseph M. Brian, III, has no income whatsoever save that which can be procured from said property, and that there is no income sufficient to meet the principal of the mortgage debts with which the property is encumbered and the interest thereon, nor the taxes, nor for the maintenance and support of said incompetent or the payment of the costs of this proceeding and other reasonable and proper expenses which

have been or may from time to time be incurred by your Committee.

4. That it is advisable, therefore, to sell the interest of said incompetent in a part of his real estate, for the purposes above set forth, and that it would be to his advantage and benefit so to do.

5. Margaret B. Baer, the owner of the other undivided one-half interest in the aforesaid tract of land, and Robert N. Baer, Committee, have agreed to sell two parcels of said land (subject to the ratification by this Court as to the sale of said incompetent's interest therein), the first of said parcels of land to Frank J. Nowicke and Mary M. Nowicke, his wife, containing six acres of land and described as follows:

BEGINNING for the same at a point on the east side of the General's Highway, which point of beginning is further located where the south property line of Maple Avenue as projected would intersect the east line of the said General's Highway; thence at right angles to the General's Highway south 84 degrees 00 minutes east, 834.84 feet; thence at right angles and parallel to the General's Highway, south 06 degrees 00 minutes west, 313.06 feet; thence at right angles and parallel to the first line of the description, north 84 degrees 00 minutes west, 834.84 feet to the east side of the first mentioned General's Highway; thence with the east side of the same north 06 degrees 00 minutes east, 313.06 feet to the place of beginning.

Containing six acres as laid out 1 1/2 acres wide and four acres deep and being a part of the whole tract of land formerly owned by Joseph M. and Elizabeth Brian and as surveyed by J. R. McCrone, Jr., registered professional engineer and land surveyor, in November, 1944 (a plat thereof being attached to the Nowicke contract hereinafter referred to).

the second of said parcels of land to Josephine Adamski, as set forth in contract attached containing five acres of land and described as follows:

BEGINNING for the same at a point on the east side of General's Highway, which point of beginning is further located along the east side of said Highway south 06 degrees 00 minutes west, 313.06 feet from the intersection formed by the east side of said General's Highway and the south projection of the south side of Maple Avenue; thence at right angles to said General's Highway south 84 degrees 00 minutes east, 834.84 feet; thence at right angles and parallel to the General's Highway south 06 degrees 00 minutes west 260.89 feet; thence at right angles and parallel to the first line of this description north 84 degrees 00 minutes west, 834.84 feet to the east side of the General's Highway; thence with the east side of the same north 06 degrees 00 minutes east 260.89 feet to the place of beginning.

Containing five acres of land as laid out 1 1/4 acres wide and four acres deep and being a part of the whole tract of land formerly owned by Joseph M. and Elizabeth Brian and as surveyed by J. R. McCrone, Jr. registered professional engineer and land surveyor, in November, 1944 (a plat thereof being attached to the Adamski contract hereinafter referred to).

Both of said parcels of land being subject to the restrictions set forth in the deed from Robert N. Baer, Committee, et al., unto William C. Hoffman, dated November 8, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 271, folio 310;

The first of said lots or parcels of land was sold at and for the price of Three Thous-

and Dollars ($3,000.00) of which Seven Hundred and Fifty Dollars is to be paid in cash and the balance to be taken by way of purchase money mortgage for the sum of Twenty-two Hundred and Fifty Dollars, upon the terms set forth in the contract of sale therefor, which is attached hereto, marked "Exhibit - Nowicke Contract", and prayed to be made a part of this petition.

The second of said lots or parcels of land was sold at and for the price of Twenty-five Hundred Dollars ($2,500.00) of which One Thousand Dollars is to be paid in cash and the balance to be taken by way of purchase money mortgage for the sum of Fifteen Hundred Dollars, upon the terms set forth in the contract of sale therefor, which is attached hereto, marked "Exhibit - Adamski Contract" and prayed to be made a part of this petition.

6. Your petitioner believes that the prices obtained for said property so agreed to be sold are fair and reasonable and are as much as he can obtain for the same, and he files herewith the certificate of two real estate brokers familiar with property values in Anne Arundel County, certifying thereto.

WHEREFORE your petitioner prays this Honorable Court to pass its order authorizing him to sell the interest of said incompetent in and to the property hereinbefore described, in accordance with the provisions of Section 127 of Article 16 of the Code of Public General Laws of Maryland, the sale prices for the whole of said property being Fifty-five Hundred Dollars, in which the said incompetent has an undivided one-half interest; and that this Honorable Court ratify and approve the sales herein reported and the contracts hereto attached; one-half of the net proceeds of said sale and one-half of the mortgage debts to be accepted in part payment as provided in said contracts to be subject to the order of this Court.

AND as in duty bound, etc.

Robert N. Baer

Committee for Joseph M. Brian, III.

STATE OF MARYLAND, City of Baltimore, ss:

I HEREBY CERTIFY that on this 21st day of December, 1944, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, personally appeared ROBERT N. BAER, the petitioner in the aforegoing petition, and made oath in due form of law that the matters and facts set forth therein are true.

WITNESS my hand and notarial seal.

(NOTARIAL SEAL)

Irma M. Bienemann

Notary Public.

I hereby consent to the passage of the order as prayed.

Margaret B. Baer

WE, THE UNDERSIGNED, real estate brokers of more than ten years' experience and familiar with property values in Anne Arundel County, do hereby certify that in our opinion the price of Fifty-five Hundred Dollars for the lots of ground herein described and sold by Margaret B. Baer and Robert N. Baer, Committee, unto Frank J. Nowicke and Mary M. Nowicke, his wife, and unto Josephine Adamski, as set forth in the contracts attached, are fair and reasonable prices for said properties.

Frankie Wilson

John M. Bandel

ORDER NISI.

Ordered, this 28th day of December, 1944, That the private sale of the property mentioned in these proceedings made and reported by Robert N. Baer, Committee of Joseph M. Brian III, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30" day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30 day of January next.

The report states that the amount of sales to be $5,500.00 a one half interest therein belonging to Joseph M. Brian, III

John H. Hopkins, 3rd., Clerk.

Filed Dec. 28" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., February 1, 1945.

We hereby certify, that the annexed Order Nisi - Joseph M. Brian, III 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, 1945. The first insertion being made the 4th day of January, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By Ellen Cole

ORDERED BY THE COURT, This first day of February, 1945 that the sale made and reported by the Committee 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 Committee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

"EXHIBIT - NOWICKE CONTRACT"

THIS AGREEMENT, made this 19th day of December, 1944, by and between ROBERT N. BAER, Committee of Joseph M. Brian, 3rd, and MARGARET B. BAER, widow, both of Baltimore County, State of Maryland, parties of the first part; and FRANK J. NOWICKE and MARY M. NOWICKE, his wife, parties of the second part.

WITNESSETH that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, subject to the ratification of the Circuit Court for Anne Arundel County, and the latter do hereby purchase from the former, the following described property located in Anne Arundel County, State of Maryland:

BEGINNING for the same at a point on the east side of the General's Highway, which point of beginning is further located where the south property line of Maple Avenue as projected would intersect the east line of the said General's Highway; thence at right angles to the General's Highway south 84 degrees 00 minutes east, 834.84 feet; thence at right angles and parallel to the General's Highway, south 06 degrees 00 minutes west, 313.06 feet; thence at right angles and parallel to the first line of the description, north 84 degrees 00 minutes west, 834.84 feet to the east side of the first mentioned General's Highway; thence with the east side of the same north 06 degrees 00 minutes east, 313.06 feet to the place of beginning.

Containing 6 acres as laid out 1 1/2 acres wide and 4 acres deep and being a part

of the whole tract of land formerly owned by Joseph M. and Elizabeth Brian and as surveyed by J. R. McCrone, Jr., registered professional engineer and land surveyor, in November, 1944.

SUBJECT to the restrictions fully and at length set forth in the deed from Robert N. Baer, Committee, et al. to William C. Hoffman, dated on or about November 9, 1942, and recorded among the Land Records of Anne Arundel County prior hereto.

For title see deed from William C. Hoffman and wife to Joseph M. Brian, 3rd, and Margaret B. Baer, dated November 9, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 271, folio 315.

At and for the price of Three Thousand Dollars, ($3,000.00), or at the rate of Five Hundred Dollars ($500.00) per acre, of which Fifty Dollars ($50.00) has been paid prior to the signing hereof, the balance to be paid as follows: Upon the ratification of the above sale by the Circuit Court for Anne Arundel County, Seven Hundred Dollars ($700.00) in cash and a purchase money mortgage to the Sellors herein in the amount of Twenty-two Hundred Fifty Dollars ($2,250.00), payable five years after date, with interest in the meantime at the rate of six per cent. payable semi-annually; said mortgage debt to be amortized in amounts of Two Hundred Twenty-five Dollars ($225.00) each six months during the term thereof and the balance due to be paid at the maturity of said mortgage, with the right and privilege to said mortgagors of prepaying any part or all of said principal indebtedness at any time; interest to abate proportionately as and when any such principal payment is made.

And upon payment as above of the unpaid purchase money, a deed for the property shall be executed at the Vendee's expense by the Vendors, which shall convey the property by a good and merchantable title to the Vendees.

Taxes and other public dues and assessments to be paid or allowed for by the Vendors to the date of transfer.

Time is the essence of this contract.

WITNESS the hands and seals of the parties hereto.

Witness: Robert N. Baer (SEAL)

Irma M. Bienemann Committee for Joseph M. Brian, 3rd.

Margaret B. Baer (SEAL)

Witness: 12 -14-44 Frank J. Nowicke (SEAL)

B. M. Seebo (NOTARIAL SEAL) Mary M. Nowicke (SEAL)

Com. Expires 5/7/45

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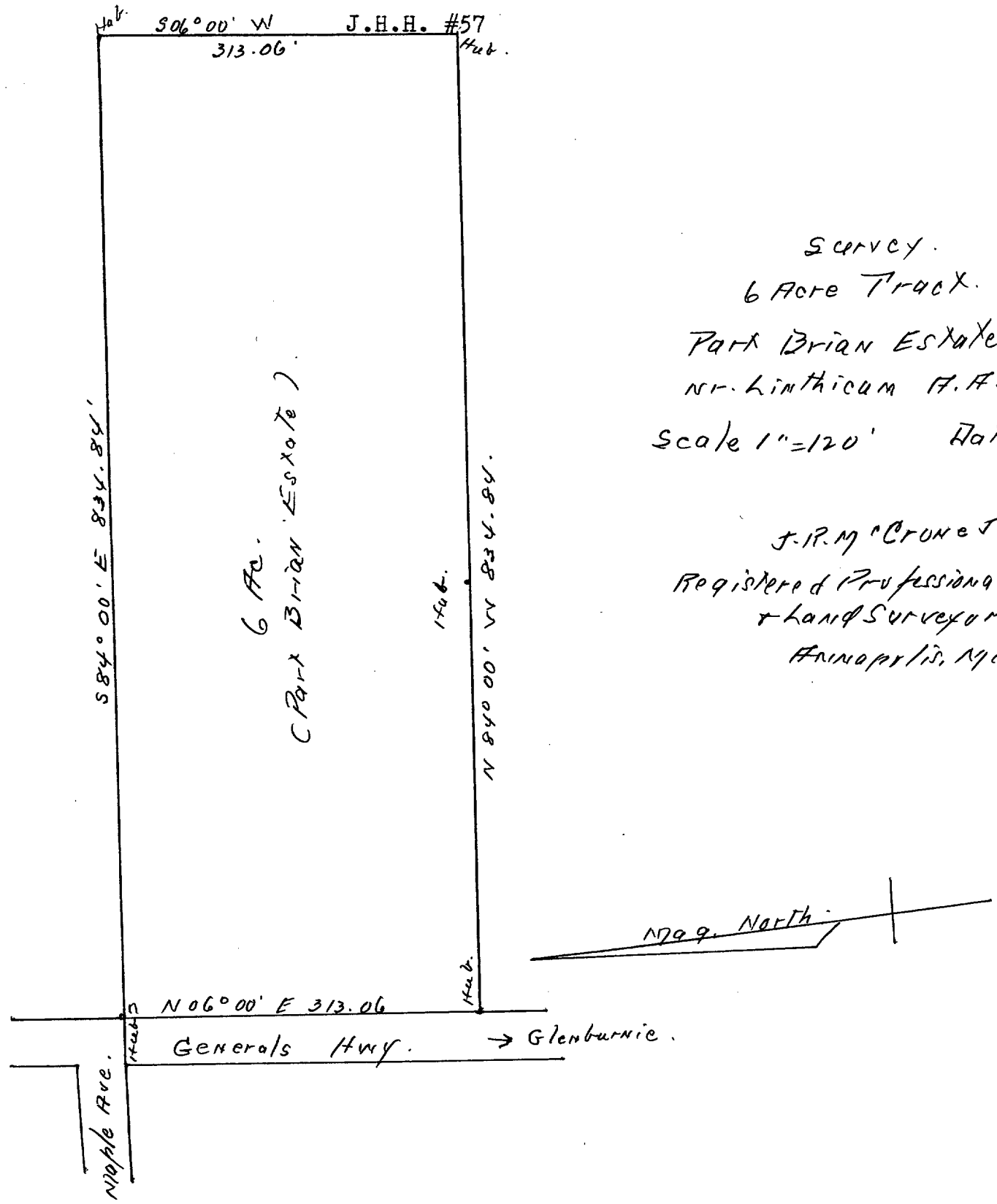


EXHIBIT - ADAMSKI CONTRACT

THIS AGREEMENT, Made this 19th day of December, 1944, by and between ROBERT N. BAER, Committee for Joseph M. Brian, 3rd, and MARGARET B. BAER, widow, both of Baltimore County, State of Maryland, parties of the first part, and JOSEPHINE ADAMSKI, party of the second part, for life, with full power to sell, mortgage, lease or otherwise encumber the entire property, both life estate and remainder; and after her death so much thereof as has not been disposed of unto DOROTHY ESTHER ADAMSKI.

WITNESSETH that the said parties of the first part do hereby bargain and sell unto the said party of the second part, subject to the ratification of the Circuit Court for Anne Arundel County, and the latter does hereby purchase from the former, the following described property located in Anne Arundel County, State of Maryland:

BEGINNING for the same at a point on the east side of General's Highway (Old Annapolis Road), which point of beginning is further located along the east side of said Highway south 06 degrees 00 minutes west, 313.06 feet from the intersection formed by the east side of said General's Highway and the south projection of the south side of Maple Avenue; thence at right angles to said General's Highway south 84 degrees 00 minutes east, 834.84 feet; thence at right angles and parallel to the General's Highway south 06 degrees 00 minutes west, 260.89 feet; thence at right angles and parallel to the first line of this description north 84 degrees 00 minutes west, 834.84 feet to the east side of said General's

Highway; thence with the east side of the same north 06 degrees 00 minutes east, 260.89 feet to the place of beginning.

Containing 5 acres of land as laid out 1 1/4 acres wide and 4 acres deep and being a part of the whole tract of land formerly owned by Joseph M. and Elizabeth Brian and as surveyed by J. R. McCrone, Jr. registered professional engineer and land surveyor, in November, 1944.

SUBJECT to the restrictions fully and at length set forth in the deed from Robert N. Baer, Committee, et al. to William C. Hoffman dated on or about November 9, 1942, and recorded among the Land Records of Anne Arundel County prior hereto.

For title see deed from William C. Hoffman and wife to Joseph M. Brian, 3rd, and Margaret B. Baer, dated November 9, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 271, folio 315.

At and for the price of Twenty-five Hundred Dollars ($2,500.00) or at the rate of Five Hundred Dollars per acre, of which One Hundred Dollars ($100.00) has been paid prior to the signing hereof, and the balance to be paid as follows: Upon the ratification of the above sale by the Circuit Court of Anne Arundel County, Nine Hundred Dollars ($900.00) in cash and a purchase money mortgage to the Sellors herein in the amount of Fifteen Hundred Dollars ($1500.00) payable five years after date, with interest in the meantime at the rate of six per cent, payable semi-annually; said mortgage debt to be amortized in amounts of One Hundred Fifty Dollars ($150.00) each six months during the term thereof and the balance due to be paid at the maturity of said mortgage, with the right and privilege to said mortgagors of prepaying any part or all of said principal indebtedness at any time; interest to abate proportionately as and when any such principal payment is made.

And upon payment as above of the unpaid purchase money, a deed for the property shall be executed at the Vendee's expense by the Vendors, which shall convey the property by a good and merchantable title to the Vendees.

Taxes and other public dues and assessments to be paid or allowed for by the Vendors to the date of transfer.

Time is the essence of this contract.

WITNESS the hands and seals of the parties hereto.

Witness:

Irma M. Bienemann

A. E. Kernan

Robert N. Baer (SEAL)

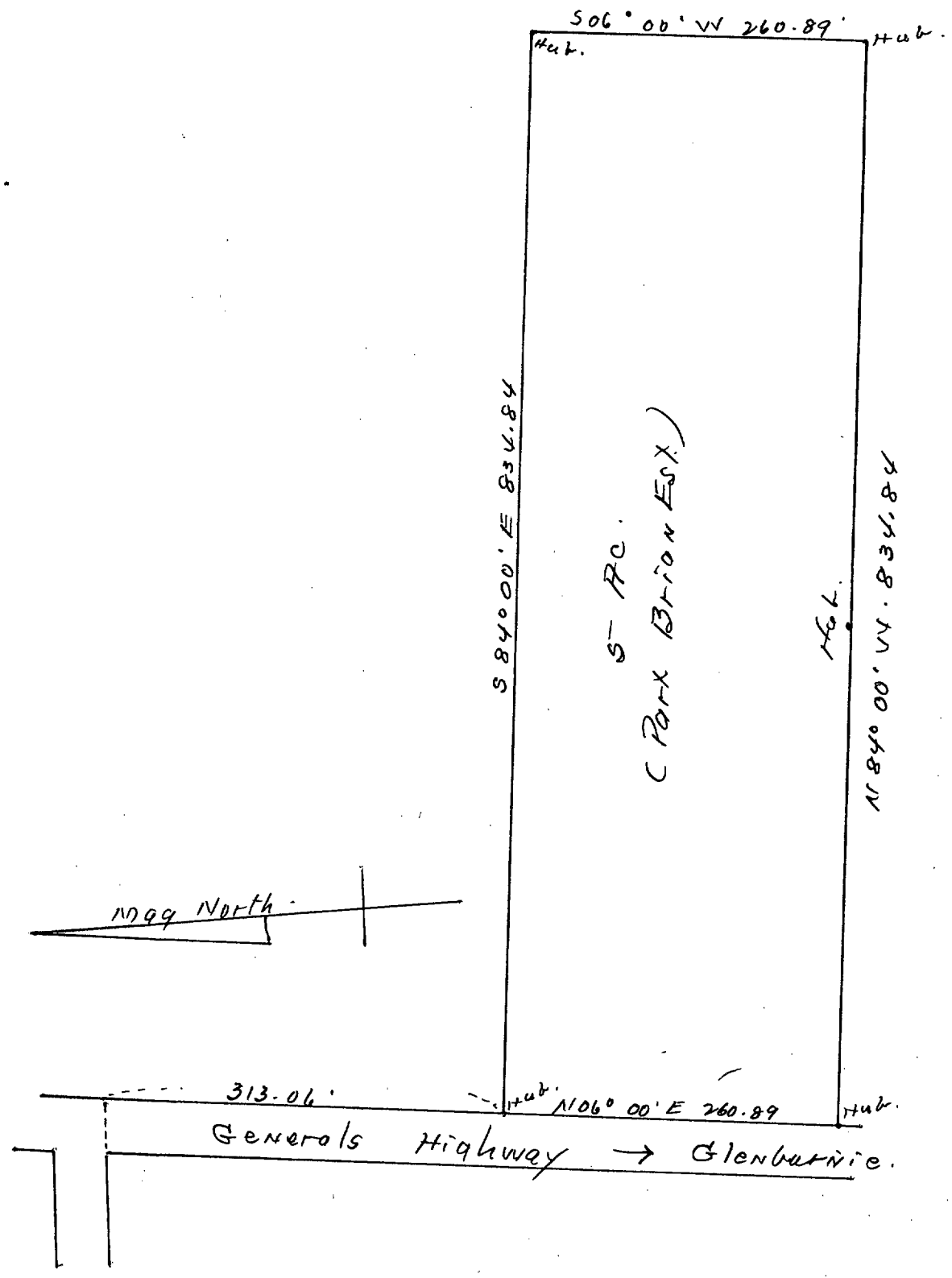
Committee for Joseph M. Brian, 3rd.

Margaret B. Baer (SEAL)

Josephine Adamski (SEAL)

Filed Feby. 1" 1945.

PLAT ON NEXT PAGE.



Survey.
5 Acre Tract.
Park Brian Estate.
Nr Linthicum. Anne Co.
Scale 1" = 120' Date Nov. 1944.

J. R. McCrone Jr.
Registered Professional.
Engineer & Land Surveyor.
Annapolis, Md.

Further reference:
See J.H.H. 2066 - folios 72 to 257.

THE CAPITAL BUILDING AND LOAN ASSOCIATION : No. 8505 Equity
OF BALTIMORE : In the Circuit Court for
VS. : Anne Arundel County.
MICHAEL J. PALMERE and DOROTHY L. PALMERE, :
HIS WIFE. :

ORDER TO DOCKET SUIT.

Mr. Clerk:

Please docket the above entitled case and file therein the enclosed mortgage as Plaintiff's Exhibit "A".

John O. Dumler, Attorney
named in Mortgage.

Filed April 16" 1943.

PLAINTIFF'S EXHIBIT "A". MORTGAGE

THIS MORTGAGE, Made this eighth day of July, in the year Nineteen Hundred and Forty-two, by and between Michael J. Palmere and Dorothy L. Palmere, his wife, of Baltimore City,

in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Twenty-one Hundred and Fifty Dollars ($2150.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Twenty-one Hundred and Fifty Dollars ($2150.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Twenty-three and 75/100 Dollars ($23.75), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of August, 1942, and continuing on the first day of each month thereafter until the principal, interest and such fines and charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

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 the sum of One Dollar, this day paid the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lot(s) of ground situate, lying and being in the Third District of Anne Arundel County, State of Maryland, upon a tract known as Long Point on The Magothy, being Lots Numbered Fifty-eight (58) and Fifty-nine (59) in Section "J" as shown upon a plat of said tract of land recorded in Anne Arundel County Plat Records Book W.N.W. No.2 folios 22 and 23. See Amended Plat #3 in same plat book folio 38.

BEING the same lots of ground which, by deed of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, were granted and conveyed by Charles W. Miller, Jr. and wife to the said Michael J. Palmere and Dorothy L. Palmere, his wife.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, in fee simple.

PROVIDED, that if the said Mortgagor, his, her or their heirs, and assigns, shall

make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.

5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, and assigns, may retain possession of the hereby mortgaged property.

AND in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall be lawful for the said The Capital Building and Loan Association of Baltimore City, its successors and assigns, or Harry A. Kohlerman or John O. Dumler, their Attorneys or Agents, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their 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, or party making the sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale including a 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 County aforesaid; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representative or assigns, or to whoever may be entitled to the same.

And the said Mortgagor, for himself, his heirs, and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the totsl amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor, for himself, his heirs, personal representatives and assigns, does hereby covenant and agree to pay; and the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, their said Attorneys, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the

parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

WITNESS: Michael J. Palmere (SEAL)

Edith L. Lindsay Dorothy L. Palmere (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this eighth day of July, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Michael J. Palmere and Dorothy L. Palmere, his wife, known to me to be the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

At the same time also personally appeared James Windfelder, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year aforesaid,

(NOTARIAL SEAL) Edith L. Lindsay,
My Commission Expires May 3" 1943 Notary Public.

Filed April 16" 1943.

AFFIDAVIT OF NON-MILITARY SERVICE.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this twenty-first day of April, in the year One Thousand Nine Hundred and Forty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Emil R. Schomberg, Secretary of The Capital Building and Loan Association of Baltimore City, the above named Plaintiff, and made oath in due form of law that neither of the above named Defendants is in the Military or Naval Service of the United States.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edith L. Lindsay,
Notary Public

Filed April 22" 1943.

BOND.

KNOW ALL MEN BY THESE PRESENTS, That We, John O. Dumler, Attorney-named-in-mortgage, as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N.Y. a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-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 19th day of April, Nineteen Hundred and Forty-three

WHEREAS, by virtue of a power of sale contained in a mortgage from Michael J. Palmere

and Dorothy L. Palmere, his wife, to the Capital Building & Loan Assn. of Baltimore, Md. bearing date on or about the 8th day of July, Nineteen Hundred and Forty-two the said John O. Dumler, attorney named-in-mortgage, is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said John O. Dumler, Attorney-named-in-mortgage, is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler, attorney, 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: John O. Dumler (SEAL)

Witness:

Edith L. Lindsay (CORPORATE SEAL) EAGLE INDEMNITY COMPANY

By: Benjamin Michaelson

Attorney-in-fact.

Filed May 4th., 1943.

STATEMENT OF MORTGAGE CLAIM.

Amount of Mortgage, dated July 8, 1942	$2,150.00
Interest on loan to May 18, 1943	99.57
1943 taxes	34.22
TOTAL	$2,283.79
Less payments to date	200.00
	$2,083.79

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this thirtieth day of April, in the year One Thousand Nine Hundred and Forty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Emil R. Schomborg, Secretary of The Capital Building and Loan Association of Baltimore City, the plaintiff in the above entitled case, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edith L. Lindsay,

My Commission Expires May 3rd., 1943 Notary Public.

Filed May 4th., 1943.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The report of sale of John O. Dumler, Attorney named in the mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale by

advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, said John O. Dumler, Attorney named in the mortgage, did, pursuant to said notice, on the eighteenth day of May, 1943, at three o'clock P.M., attended at the Courthouse door and then and there sold the aforesaid fee simple property unto William B. Ebaugh and Martha C. Ebaugh, his wife, at and for the sum of Eighteen Hundred Fifty Dollars ($1850.00), cash, the said William B. Ebaugh and Martha C. Ebaugh, his wife, having offered the greatest price therefor.

John O. Dumler,
Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this eighteenth day of May, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared John O. Dumler, Attorney named in the mortgage, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edith L. Lindsay,
My commission expires May 7, 1945. Notary Public

Filed May 20" 1943.

ORDER NISI.

Ordered, this 20th day of May, 1943, That the sale of the property mentioned in these proceedings made and reported by John O. Dumler, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st., 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 21st., day of June next.

The report states that the amount of sales to be $1850.00

John H. Hopkins, 3rd., Clerk.

Filed May 20" 1943.

CERTIFICATE OF PUBLICATION Annapolis, Md., June 24" 1943.

We hereby certify, that the annexed Order Nisi - Sale Equity #8505 - Michael J. Palmere & 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 21st day of June, 1943. The first insertion being made the 27th day of May, 1943.

THE CAPITAL -GAZETTE PRESS, INC.
By L. L. French.

ORDERED BY THE COURT, This 25th day of June, 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 June 25" 1943.

The Capital Building and Loan Association of Baltimore City vs. Michael J. Palmere and Dorothy L. Palmere, his wife.

No. 8505 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. The Capital Building & Loan Association of Baltimore City vs. Michael J. Palmere and wife in ac. with John O. Dumler, Attorney named in Mortgage.

To Attorney for Fee	$ 50.00	$
To Attorney for Commissions	88.80	138.80
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	13.60	
Auditor	9.00	32.60
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	30.00	
Capital-Gazette Press - order nisi on sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
Eagle Indemnity Co. - bond premium	10.00	
George W. Scible - auctioneer	10.00	
Edith L. Lindsay - notary fees	1.00	61.00
To The Capital Building & Loan Association of Baltimore City, mortgagee - this balance on account mortgage claim		1,645.76
		$1,878.16

Amount of mortgage claim filed	2,083.79
Cr. Amount allowed as above	1,645.76
Balance subject to decree in personam	438.03

Cr. May 18, 1943	Proceeds of Sale	$1,850.00
	Interest on deferred payment	10.14
		1,860.14
Refund 1943 State and County taxes adjusted to day of sale		18.02
		$1,878.16

ORDER NISI.

ORDERED, This 13th., 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 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.

John H. Hopkins, 3rd., Clerk.

JAMES K. CULLEN, ASSIGNEE,	:	No. 8508 Equity
VS	:	In the Circuit Court for
CHARLES E. HOOPES and FRANCES E. HOOPES, his wife.	:	Anne Arundel County.

ORDER TO DOCKET SUIT.

Mr. Clerk:

Please docket the above entitled cause and file Plaintiff's Exhibit No. 1, the same being a mortgage from the Defendants to the Federal American Realty Corporation, dated the 25th day of August, 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 263, folio 426 (which mortgage was assigned to James K. Cullen for the purpose of foreclosure).

James K. Cullen, Assignee.

Filed April 29" 1943.

PLAINTIFF'S EXHIBIT No. 1.

THIS PURCHASE MONEY MORTGAGE, Made this 25th day of August in the year one thousand nine hundred and forty-two by and between Charles E. Hoopes and Frances E. Hoopes, his wife, of the Anne Arundel County in the State of Maryland, of the first part, Mortgagors, and Federal American Realty Corp., a body corporate of the State of Maryland, of the second part, Mortgagee.

WHEREAS, the said Mortgagors are justly indebted unto the said Mortgagee, for money this day loaned and advanced in the full and just sum of Fifteen Hundred Dollars ($1500.00), being part of the purchase price of the hereinafter described property, which said sum the said Mortgagors agree to repay unto the said Mortgagee, together with interest thereon at the rate of six per cent per annum, in monthly installments of Thirty-one and 25/100 ($31.25) with interest at 6%, accounting from the date hereof, the first payment being due and payable one month from the date hereof, until the aforesaid principal sum shall have

been fully paid; and

WHEREAS, it was agreed as a condition precedent, that the aforesaid principal sum so advanced and the interest thereon, should be secured by the execution of this mortgage.

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and assign unto the said Mortgagee, its successors and assigns, all lot or parcel of ground situate and lying in Anne Arundel County aforesaid and described as follows, to wit: Beginning for same on the north side of Fourth Avenue at the distance of one hundred feet easterly from the corner formed by the intersection of the north side of Fourth Avenue and the east side of Chatham Road thence easterly binding on the north side of Fourth Avenue fifty feet to Lot No. 21 of Section "T" on the Plat hereinafter mentioned thence northerly binding on said Lot No. 21 and parallel with Chatham Road one hundred twenty-five feet to the south side of a 10 foot alley there laid out thence westerly binding on the south side of said alley with the use thereof in common and parallel with Fourth Avenue fifty feet to Lot No. 18 of Section "T" on said Plat thence southerly binding on said Lot No. 18 and parallel with Chatham Road one hundred twenty-five feet to the place of beginning. Being and comprising Lots Nos. 19 and 20 of Section "T" of Brooklyn Park. Being John K. Culver's Subdivision No. 1 of Belle Grove Farm, as shown on a Plat filed among the Land Records of Anne Arundel County in Plat Book G.W. No. 1 Plat No. 127.

Being the same lot of ground which by Deed, bearing even date herewith and recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by Federal American Realty Corp. unto the Mortgagors herein.

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, water, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

To Have and To Hold the said lot of parcel of ground, with the improvements and appurtenances aforesaid unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereof from time to time forever, subject to the payment of the annual rent of Ninety Dollars.

PROVIDED, that if the said Mortgagors, their executors, administrators or assigns, shall well and truly pay or cause to be paid the aforesaid principal sum of fifteen hundred ($1500.00) 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 Mortgagee, its successors and assigns, or Harry M. Ashman 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 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 commissions to trustees making sale under orders or decrees for the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay; and the said Mortgagee, its successors or assigns, or their said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satis faction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses and commissions.

AND the said Mortgagors for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage, to keep insured in some good company satisfactory to the said Mortgagee, its successors and assigns, the improvements on the hereby mortgaged property to the amount of at least fifteen hundred Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors and assigns.

WITNESS the hands and seals of the said Mortgagors:

Test: Charles Edgar Hoopes (SEAL)

Edna V. Chaney Frances E. Hoopes (SEAL)

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 25th day of August in the year nineteen hundred and forty-two before me, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Hoopes and Frances E. Hoopes, his wife, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. And at the same time also appeared CATHERINE C. WALLMAN, Vice-President of Federal American Realty Corp. and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edna V. Chaney

Filed April 29" 1943. Notary Public.

For value received, FEDERAL AMERICAN REALTY CORP. HEREBY assigns the within mortgage, to the First Progressive Building & Loan Association, Inc.

WITNESS the hand of CATHARINE C. WALLMEN, Vice-President, this 25th day of August, 1942.

TEST: (CORPORATE SEAL) FEDERAL AMERICAN REALTY CORP.

David M. Nichols Catharine C. Wallman,

Vice President.

Received for Record 3 day of September, 1942, at 9 o'clock A.M. and the same day recorded in Liber J.H.H., No. 263, Fol 429, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

For value received, the First Progressive Building and Loan Association does hereby assign this mortgage to James K. Cullen for the purpose of foreclosure. April 28, 1943.

WITNESS the signature of Max Katz, President of First Progressive Building and Loan Association, attested by its corporate seal.

WITNESS: (CORPORATE SEAL) FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION

Samuel J. Aaron

By Max Katz, President.

Received for Record 29" day of April 1943, at 10 o'clock A.M. and the same day recorded in Liber J.H.H., No. 263, Fol 429, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

AFFIDAVIT AS TO MILITARY SERVICE.

Affidavit as to Military Status of Defendants at time of Sale.

On this 14th day of May, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared JAMES K. CULLEN, who by me being duly sworn according to law, deposed and said;

That from diligent inquiry he has found that Charles E. Hoopes and Frances E. Hoopes are the owners of the mortgage property described in the mortgage filed in these proceedings, that the said owners reside in said property at No. 208 Fourth Avenue, Brooklyn Park, Anne Arundel County, Maryland; that the said Charles E. Hoopes is approximately thirty-three year of age, has until recently been a General Contractor, and is now employed in construction work for a railroad; that Frances E. Hoopes is a housewife, and resides

with her husband at the above address; that neither Charles E. Hoopes or his wife, Frances E. Hoopes, are now in the Military Service of the United States as defined in the Soldiers' and Sailors' Civil Relief Act of 1940, or the Soldiers' and Sailors' Civil Relief Act Amendments of 1942, nor have they been in such service within three months prior hereto.

James K. Cullen
Affiant.

Subscribed and sworn to before me this
14th day of May, 1943.

Edna V. Chaney (NOTARIAL SEAL)
Notary Public.

Filed May 15th., 1943.

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage Claim of First Progressive Building and Loan Association and/or Federal American Realty Corporation, dated the 25th day of August, 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 263, folio 426:

Balance due on principal	$1,409.85
Balance due on interest to May 17th., 1943, at $1.80 per week	41.40
TOTAL	$1,451.25

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.

I HEREBY CERTIFY, That on this 14th day of May, in the year nineteen hundred and forty-three, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared JAMES K. CULLEN, Assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

(NOTARIAL SEAL) Edna V. Chaney
Notary Public.

Filed May 15th. 1943.

BOND.

KNOW ALL MEN BY THESE PRESENTS

That we, James K. Cullen of Lexington Building, Baltimore, Maryland and United States Casualty Company of New York are held and firmly bound unto the State of Maryland in the full and just sum of Twenty Five Hundred ($2500.) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 10th day of May in the year nineteen hundred and Forty-three.

WHEREAS, the above bounden James K. Cullen by virtue of the power contained in a mortgage from Charles E. and Frances Hoopes to the Federal American Realty Corporation, and assigned to James K. Cullen, on April 20th, 1943 bearing date the 25th day of August nineteen hundred and Forty-two and recorded among the Mortgage Records of Anne Arundel County, in Liber J.H.H. No. 263 Folio 426 and James K. Cullen is about to sell the land and premises described in said mortgage, default having been made in the payment of the

money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH:

That if the above bounden James K. Cullen 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 — James K. Cullen (SEAL)

in the presence of — (CORPORATE SEAL) UNITED STATES CASUALTY COMPANY

Edna V. Chaney — By Samuel R. Zetzer (SEAL)

Mary A. Upman as to Surety — Attorney in Fact.

Filed May 15th. 1943.

JAMES K. CULLEN, ASSIGNEE — No. 8508 Equity

VS. — In the Circuit Court for

CHARLES E. HOOPES and FRANCES E. HOOPES, his wife. — Anne Arundel County.

AFFIDAVIT AS TO MILITARY STATUS OF DEFENDANTS FOR RATIFICATION OF SALE.

On this 12th day of July, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared JAMES K. CULLEN, who by me being duly sworn according to law, deposed and said:

That from diligent inquiry he has found that Charles E. Hoopes and Frances E. Hoopes are the owners of the mortgage property described in the mortgage filed in these proceedings, that the said owners reside in said property at No. 208 Fourth Avenue, Brooklyn Park, Anne Arundel County, Maryland; that the said Charles E. Hoopes is approximately thirty-three years of age, has until recently been a General Contractor, and is now employed in construction work for a railroad; that Frances E. Hoopes is a housewife, and resides with her husband at the above address; that neither Charles E. Hoopes or his wife, Frances E. Hoopes, are now in the Military Service of the United States as defined in the Soldiers' and Sailors' Civil Relief Act of 1940, or the Soldiers' and Sailors' Civil Relief Act Amendments of 1942, nor have they been in such service within three months prior hereto.

James K. Cullen, Affiant.

Subscribed and sworn to before me
this 15th day of July, 1943.

Edna V. Chaney (NOTARIAL SEAL)
Notary Public.

Filed July 20th. 1943.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of James K. Cullen, Assignee of the mortgage filed in these proceedings, respectfully shows:

That after giving bond with security for the faithful discharge of his trust, which bond was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in

Anne Arundel County for more than three successive weeks preceding the day of sale, said Assignee did pursuant to said notice on Monday, May 17th, 1943, at 5 o'clock P.M., attend on the premises and then and there offered for sale at Public Auction the fee simple property described in these proceedings, and said property was then and there sold unto Sylvia Mund, Agent, at and for the sum of Two hundred (200) Dollars, subject to a prior mortgage of Forty-six hundred Seventy and 98/100 Dollars ($4670.98), including interest to date, the said purchaser at the sum of Two hundred (200) Dollars being the highest bidder therefor.

Respectfully submitted,
James K. Cullen, Assignee.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 29th 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 JAMES K. CULLEN, Assignee, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(_____)

Edna V. Chaney
Notary Public.

ORDER NISI.

Ordered, this 30th., day of June, 1943, That the sale of the property mentioned in these proceedings made and reported by James K. Cullen, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of July next.

The report states that the amount of sales to be $200.00

John H. Hopkins, 3rd., Clerk.

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 30, 1943.

We hereby certify, that the annexed Order Nisi - Sale -Equity 8508 - Charles E. Hoopes was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of July, 1943. The first insertion being made the 1st day of July, 1943.

The Capital-Gazette Press, Inc.
By Lillie L. French.

ORDERED BY THE Court, This 7th day of Sept. 1943, 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

Filed Sept. 7th 1943.

Left for Auditor's Act

Left for Everette to Clerk

EVERETTE K. VANDEUSEN Et al	:	No. 8487 Equity
vs.	:	In the Circuit Court for
JEROME L. TAUSSIG Et al	:	Anne Arundel County.

BILL OF COMPLAINT.

TO THE HONORABLE THE JUDGE OF SAID COURT:

Your orators, complaining, say:

1. That heretofore, to wit, on the 21st day of April, 1942, a certain Jerome L. Taussig and Hedwig T. Taussig, his wife, of Anne Arundel County, Maryland, entered into a written contract with your orators to purchase from them a parcel of land containing twenty acres, together with the improvements thereon, situated in Anne Arundel County on the Breckenridge Road about three miles from Laurel, at and for the sum of Five Thousand Five Hundred and Fifty Dollars ($5,550.00), of which Five Hundred Dollars ($500.00) was paid at the time of the execution and delivery of the said contract and the balance to be paid to your orators on or before the first day of June, 1942, (the original contract of sale being filed herewith, marked "Plaintiffs' Exhibit A" and prayed to be taken as a part of this bill of complaint).

2. The aforesaid parcel of land is a part of this land more particularly described in a deed to your orators from Herman Winter and Mary Winter, his wife, dated November 24, 1938, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 195, folio 330 (a certified copy of said deed being filed herewith marked "Plaintiffs' Exhibit B" and prayed to be taken as a part of this bill of complaint).

3. In pursuance of said contract, your orators delivered up possession of the said land and improvements to the said Jerome L. Taussig and wife, and the said Jerome L. Taussig and wife did accordingly accept and enter upon, and do still hold and occupy the same.

4. The said Jerome L. Taussig and wife have refused, and still refuse, to pay to your orators the balance of the aforesaid purchase money, or any part thereof, although the time limited for the payment thereof has long since passed, and your orators are able, willing and ready to give to the said Jerome L. Taussig and wife a proper conveyance of a good and unencumbered estate, in fee simple, to the said premises.

TO THE END, THEREFORE:

(1) That the said agreement may be specifically enforced;

(2) That the said Jerome L. Taussig and wife may be decreed to pay unto your orators

the balance of the purchase money agreed to be paid, and to accept from your orators a conveyance of the aforesaid land and improvements.

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

May it please Your Honor to grant unto your orators the writ of subpoena directed to the said Jerome L. Taussig and wife, adults, residing in Anne Arundel County, Maryland, commanding them to be and appear in this Court on some certain day to be named therein and to accept the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

G. W. S. Musgrave
Solicitor for Plaintiffs.

STATE OF MARYLAND: PRINCE GEORGE'S COUNTY: ss

I hereby certify that on this 14th day of August, 1942, before the subscriber, a notary public in and for the State and County aforesaid, personally appeared Everette K. VanDeusen, one of the plaintiffs, and made oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are correct and true to the best of his knowledge and belief.

Given under my hand a notarial seal.

(NOTARIAL SEAL) Sarah F. Sharswood
Com. Expires May 3, 1943 Notary Public.

Filed March 4th., 1943.

ANSWER.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The answer of Jerome L. Taussig and Hedwig T. Taussig, his wife, to the bill of complaint of Everett K. Van Deusen and Dorothy Van Deusen, his wife, against them in this Court exhibited, respectfully represents:

1. Answering paragraph 1 of the bill of complaint, these respondents admit the allegations contained therein.

2. Answering paragraph 2 of said bill of complaint, these respondents admit the allegations thereof.

3. Answering paragraph 3 of said bill of complaint, these respondents deny that the plaintiffs have delivered up possession of said land and improvements unto these respondents pursuant to said contract but on the contrary aver that these respondents have, by agreement with the said plaintiffs, entered upon said land and accepted possession thereof without prejudice to any of their rights under the aforesaid contract and particularly without prejudice to their right to decline to accept said parcel of land pursuant to said contracts because of the plaintiffs' lack of good and marketable title thereto.

4. Answering paragraph 4 of said bill of complaint, these respondents admit all of the allegations thereof except the allegation that the plaintiffs are able, willing and ready to give to the said Jerome L. Taussig and wife a proper conveyance of a good and unencumbered estate in fee simple in said premises, but on the contrary aver that the said plaintiffs are unable to convey unto these respondents a good and unencumbered estate in fee simple to the said premises for the reason that legal title to a portion of said premises is outstanding in divers third persons and for the further reason that the

said premises are encumbered by certain streets through the said premises as shown on a plat thereof which is recorded among the Land Records of Anne Arundel County, Maryland in Liber S.H. No. 6, Folio 350 and that said streets have been dedicated to public use. These respondents further aver that Plaintiffs' derived title to said premises from one John Hubner who, in the year 1871, sold the aforesaid parcel of land, together with certain other lands, unto one Thomas J. Simpson as shown by a deed therefor recorded among the Land Records of Anne Arundel County in Liber S.H. No. 6, Folio 31, and the said Simpson executed to the said Hubner a purchase money mortgage for said property, said mortgage being recorded among the said Land Records in Liber S.H. No. 6, Folio 19. Thereafter, the said Thomas J. Simpson laid off a portion of said property into lots and sold certain lots as shown on said plat, to divers third persons, including lots Nos. 5 and 6; and 81 to 88 inclusive, and 107 to 110 inclusive, Nos. 81 to 88 inclusive being located between Baltimore Avenue and Annapolis Avenue as shown on the said plat; the said lots were duly released from the lien and effect of the aforesaid purchase money mortgage by the said John Hubner, by a release recorded among the Land Records of Anne Arundel County, Maryland, in Liber S.H. No. 6 Folio 350, and the said plat was recorded among said Land Records with said release. These respondents further aver that the said Baltimore Avenue and Annapolis Avenue, as shown on the aforesaid plat, together with other avenues and streets as shown thereon, extend through and over the tract or parcel of land which these respondents have contracted to purchase from the plaintiffs and that the said lots Nos. 81 to 88 inclusive, or a portion thereof, are a part of the same property which these respondents have agreed to purchase as aforesaid, and that the Plaintiffs are unable to convey unto these respondents good and marketable title in fee simple to said premises, pursuant to said contract of sale.

And having fully answered the said bill of complaint, these respondents pray that they may be dismissed hence with their proper costs,

AND as in duty bound, etc.

John S. Stanley — Jerome L. Taussig

Hershey Donaldson — Hedwig T. Taussig

Williams & Stanley , Solicitors for Defendants.

Filed March 4" 1943.

OPINION.

This is a suit for the specific performance of a contract by which the plaintiffs sold the defendants ten acres of land; and it is submitted on Bill, Answer, and an agreed stipulation of facts.

The only question raised is whether the plaintiffs are in a position to convey the land sold by a good and merchantable title.

John Hubner, in 1871, conveyed two tracts of land, the first containing 83¼ acres, and the second 57½ acres, to Thomas J. Simpson; and took back a mortgage to secure part of the purchase money. These tracts will, hereinafter, sometimes be referred to as "Tract A" and "Tract B", respectively. The ten acres sold by the plaintiffs to the defendants is a part of Tract B. Simpson laid off the whole of said Tract B and a part of Tract A into lots and caused a plat of said subdivision to be made, and laid down thereon certain Streets and Avenues.

Of these Streets and Avenues, Washington Avenue, Baltimore Avenue and Annapolis Avenue run in a generally northeasterly and southwesterly direction through said Tract B, and through the ten acres sold by the plaintiffs to the defendants.

Mr. Simpson then sold thirty-seven lots, Nos. 1, 2, 5, 6, 19 to 39 inclusive, 81 to 88 inclusive, and 107 to 110 inclusive. Mr. Hubner released fourteen of said lots from the operation of his mortgage, namely: Nos. 5, 6, 81 to 88 inclusive, and 107 to 110 inclusive. He, apparently, never released lots Nos. 1, 2, and 19 to 39 inclusive. The plat was recorded with the release. Mr. Simpson defaulted, and Mr. Hubner foreclosed his mortgage. Leander Foreman purchased the property and by deed dated January 14, 1876, Mr. Hubner, as mortgagee, conveyed it to him, and on the next day Mr. and Mrs. Foreman conveyed the property to Mr. Hubner. The fourteen lots released by Mr. Hubner to Mr. Simpson were excepted from the operation of these deeds. As the other twenty-three lots sold by Mr. Simpson had not been released from the operation of the mortgage, this foreclosure apparently wiped out those conveyances and the lots passed thereby to Mr. Hubner. Of the lots released by Mr. Hubner, only two-thirds of lot No. 88 is included within the ten acres sold by the plaintiffs to the defendants; so we are only concerned with that, and with the Avenues running through the property.

On January 24, 1876, Mr. Hubner conveyed the property, that is to say, the whole of Tract A as well as the whole of Tract B, to Victorine D. Marion, but excepted from the conveyance the fourteen lots released by him as aforesaid, and took back from Mrs. Marion a mortgage to secure a part of the purchase money. On March 30, 1877, Mrs. Marion conveyed to Charles W. Owens, the whole of said Tract B and sixty-one acres of said Tract A, and took back a mortgage to secure part of the purchase money. This conveyance was made subject to the mortgage to Mr. Hubner of January 24, 1876, and the fourteen lots released by Mr. Hubner to Simpson were again excepted.

Theresa DeVouges then appeared on the scene. On April 10, 1878, Mr. Hubner assigned to her the mortgage which he had taken from Victorine D. Marion dated January 24, 1876, as aforesaid. On June 19, 1879, Mrs. Marion conveyed to Mrs. DeVouges all the property which she, Mrs. Marion, had acquired from Hubner, as aforesaid, save and except those parts thereof which she had conveyed to Charles W. Owens as aforesaid. On July 28, 1879, Mrs. Marion assigned to Mrs. DeVouges the mortgage which she, Mrs. Marion, had taken from Owens as aforesaid. At this point we have Mrs. DeVouges owning (1) a part of the property absolutely, (2) a mortgage on the other part thereof, and (3) a mortgage on the whole. None of the fourteen lots released by Mr. Hubner to Simpson were excepted from the operation and effect of the deed from Mrs. Marion to Mrs. DeVouges of June 19, 1879, but, as it is not clear whether any of said fourteen lots were included within the property therein described (some, if not all, being within the property conveyed Owens), I do not attach any particular importance to that.

In April, 1889, Mrs, DeVouges assigned both of the mortgages held by her as aforesaid, to Charles H. Stanley, for purposes of foreclosure. Mr. Stanley, in virtue of the power contained in the first mortgage, sold the whole property thereby conveyed, at mortgage sale on May 18, 1889, and Mrs. DeVouges became the purchaser thereof. In his report of sale, Mr. Stanley referred to the property sold by him as consisting of 131¼ acres, and as that on which Charles W. Owens resided. It does not appear how he arrived at this

area. On November 26, 1890, Mr. Stanley conveyed to Mrs. DeVouges the property sold her as aforesaid, and therein described it as being all the property by said mortgage (from Marion to Hubner) conveyed. He did not except the fourteen lots released by Hubner to Simpson as aforesaid; but as said fourteen lots were expressly excepted from the operation of the mortgage under which he sold, it is difficult to see how they could have passed to Mrs. DeVouges under this foreclosure.

In any event, Mrs. DeVouges evidently took possession, or perhaps was already in possession, of the whole of said property, including the block of lots Nos. 81 to 88 inclusive, and continued in position thereof, for in 1906, she sold to Herman Winter the whole of Tract B, as well as a small part of Tract A, containing altogether fifty-nine acres, three roods and ten square perches. It is only fair to presume that Mr. Winter would not have purchased from Mrs. DeVouges land of which she was not in possession, and which she could not deliver; men do not ordinarily purchase land which the seller cannot deliver. But, be this as it may, Mr. Winter had the land purchased by him as aforesaid, surveyed, and a description written therefrom, and in the deed from Mrs. DeVouges to him dated March 14, 1906, the fifty-nine acres, three roods and ten square perches, purchased by him as aforesaid, was described by metes and bounds, courses and distances, as determined by said survey; and said block of lots Nos. 81 to 88 inclusive, is included within those metes and bounds, courses and distances. Mr. Winter entered into possession of the land conveyed to him as aforesaid, claiming title thereto under said deed, and as there is nothing to indicate that he was not acting in perfect good faith, his possession must, by law, be deemed co-extensive with the boundaries stated in said deed; or to put the proposition another way, he held the property under color of title. Hines Vs. Symington, 137 Md. 441; Baker vs. Swan's Lessee, 32 Md. 355; Hammond vs Ridgely's Lessee, 5 H. & J. 245; Hoye vs. Swan, 5 Md. 237; Erdman vs. Corse, 87 Md. 506.

After Mr. Winter acquired the property as aforesaid, he fenced it in and kept it fenced in, farmed it, paid the taxes on it and held it adversely to all the world until he and Mrs. Winter conveyed 30 4/10ths acres thereof to the plaintiffs on November 24, 1938. During all that time no one made any claim for any part of the land, and he recognized no right in anyone but himself. The ten acres sold by the plaintiffs to the defendants are a part of the 30 4/10ths acres acquired by them as aforesaid. During the plaintiffs' ownership thereof, no one has made any claim for any part of said land, nor have they recognized any outstanding interest. The Court must, accordingly, hold that the plaintiffs have such a title as the defendants can safely accept. Sowers vs. Keedy, 135 Md. 448; Realty Co. vs. Trustees, 153 Md. 390; Title, Inc. vs. Dubel, 177 Md. 387; and many other cases.

The Avenues and Streets laid down on the above mentioned plat never became public roads. True, they were laid down on the plat; but it takes more than that to make them public roads. The laying down on the plat was at most nothing but a porposed dedication and a proposed dedication is nothing more than an offer which cannot be transformed into a dedication until an acceptance by the public.
Mullan vs. Hochman, 157 Md. 213; North Beach vs. Land Company, 172 Md. 101, 116. Here, there has been no acceptance of the Streets and Avenues, by either the general public or

by the public authorities; and the most these Streets and Avenues could ever have been were easements, to enable the purchasers of the lots sold to get to the public road. White vs. Flannigain, 1 Maryland 525, Moale vs. Baltimore, 5 Maryland 314: Walsh vs. Boyle, 30 Md. 270; Baltimore vs. Frick 82 Md. 77; Beale vs. Takoma Park, 130 Md. 297; 19 Corpus Juris 928; Mullan vs. Hochman, supra.

While the Streets and Avenues were laid down on the plat, they were not laid out on the ground, and they have never been used, and no one has claimed the right to use them. It is certain that since 1906, Mr. Winter has kept fenced in and farmed over those parts of the Avenues which ran through the property he then bought. He has recognized the right of no one to an easement over the same, and no one has claimed such an easement. A non-user of an easement for the prescriptive period, united with an adverse user of the servient estate, inconsistent with the existence of the easement, will extinguish it. Jones on Easements, Sec. 865; Baugh vs. Arnold, 123 Md. 6, Fleischmann vs. Hearn, 141 Md. 463.

If anyone ever had an easement over those Streets and Avenues, such easements, under the facts set up in the stipulation, have been long since lost, and do not now cloud the title.

It appears from the stipulation, that by a deed dated January 27, 1934, Herman Winter and wife, granted to the Consolidated Gas Electric Light and Power Company of Baltimore, a right-of-way for the purpose of enabling said Company to maintain an electric line over certain property. It is not clear that this easement touches the ten acres sold by the plaintiffs to the defendants; if it does, it is a technical cloud on the title. The defendants, however, must have known it was there when they bought the property; an electric line is something which anyone can see. For the existence of such an easement to defeat specific performance, it must appear that the value of the property is materially depreciated thereby; and that does not appear in this case. People cannot have electricity in their homes without having lines taking it there; so that such lines are generally considered an advantage rather than a detriment. Every day one sees in advertisements of property, statements that electricity is available. This is done to "boost" the sale; not to depreciate the value. Any objection on that score may be dismissed under the decision in Farm Homes Corporation vs. Adams, 171 Md. 212, 214.

I will sign a decree for the specific performance of the contract, when and as it is presented. This decree should be prepared so as to avoid the criticisms made by the Court of Appeals to the decree in Mills vs. Mt. Zion Church, 119 Md. 510, 516.

29 February 1944 James Clark Judge

Filed Feby. 29" 1944.

STIPULATIONS OF FACTS .

It is agreed, by and between the parties plaintiff and defendant in the above entitled cause, that the following statement of facts is conceded by both sides to accurately represent the record evidence and to substantially narrate the statements of living witnesses offered on behalf of the plaintiffs; upon which statement of facts the above entitled cause is submitted to the Court for its determination and adjudication.

RECORD EVIDENCE

It is agreed that the Land Records of Anne Arundel County disclose the following:-

That in 1871 one John Hubner owned a certain tract of land, which included the property in controversy, which he sold to one Thomas J. Simpson, taking back a purchase money mortgage. That Simpson laid off a portion of this property into lots and avenues, some of which are upon the property in question, and recorded a plat thereof among the Land Records of Anne Arundel County, in Liber S. H. No. 6, folio 350, which plat is hereby referred to and hereby made a part of this Stipulation of Facts as if the same had been received in evidence as a part of the record of this case.

As shown by said plat streets known as Washington Avenue, Baltimore Avenue and Annapolis Avenue were laid out thereon. Lots 1, 2, 5, 6, 19 to 39 inclusive, 81 to 88 inclusive and 107 to 110 inclusive as shown on said plat were sold by the said Simpson, and as appears by said plat of the lots so sold, lots 19-39 both inclusive bordered upon Washington Avenue and Baltimore Avenue and lots 81-88 both inclusive bordered upon Baltimore Avenue and Annapolis Avenue. Part of the property agreed to be sold in the contract of sale referred to in this proceeding is included within the confines of lots 81 to 88 and Baltimore and Annapolis Avenues. A release of the Hubner mortgage as to these lots so sold (81-88 inclusive) was duly given and recorded. Hubner foreclosed said mortgage and bought in the property, the deed however, expressly excepting 14 of the lots theretofore sold by Simpson, including Lots 81 to 88. In January 24, 1876, Hubner executed a deed to said property to Victorine D. Marion, conveying said property excepting the said 14 lots (Liber S.H. No. 10, folio 198), taking back a mortgage dated January 24, 1876 and recorded among said land records in Liber S.H. 10 at folio 200. On March 30, 1877, Victorine D. Marion conveyed to Charles W. Owens, subject to the above mentioned mortgage of January 24, 1876, a part of the same property which had been conveyed to her by Hubner, again excepting the said 14 lots to secure a part of the purchase price of the said property. The said Charles W. Owens, and wife, conveyed the said property to the said Victorine D. Marion, by mortgage dated March 30, 1877 which was assigned to Teresa DeVouges, July 28, 1879. On June 19, 1879, Victorine D. Marion and husband, conveyed to Teresa DeVouges, property which is described as being all of the property which was conveyed to the said Marion, by John Hubner the above mentioned deed of January 24, 1876, except that part thereof which had been conveyed to the said Charles W. Owens, by deed of March 30, 1877. This property was stated to be subject to the mortgage given to Hubner and then held by Teresa DeVouges. <u>This deed of June 19, 1879, did not in terms except or mention the 14 lots theretofore excepted,</u> and since that time none of the subsequent conveyances have in any way referred to said 14 lots. The mortgage from Victorine D. Marion and husband, to John Hubner, dated January 24, 1876 and recorded among the Land Records of Anne Arundel County, in Liber S.H. 10 at folio 200, was <u>was</u> assigned by short assignment dated April 10, 1878, and recorded April 24,1878, to Teresa DeVouges, who, by short assignment dated April 10, 1889 and recorded April 20, 1889, assigned the said mortgage to Charles H. Stanley for the purpose of foreclosure. Charles H. Stanley, the assignee for the purpose of foreclosure, instituted in the Circuit Court for Anne Arundel County, foreclosure proceedings (Equity 1294, Docket No. 3, folio 33, the proceedings of which are recorded in Liber S.H. 20 at folio 140), and sold to Teresa DeVouges under the power contained in said mortgage from Victorine D. Marion and husband to John Hubner, dated January 24, 1876, the <u>the</u> property conveyed by the aforesaid mortgage which is described as consisting of 131-1/4 acres and as being the property upon

which Charles W. Owens then resided. After the final ratification of sale, the said Charles H. Stanley, assignee, conveyed to the said Teresa DeVouges, the property thus sold to her by deed dated November 26, 1890 and recorded in Liber S.H. 44 at folio 631. On March 14, 1906 Teresa DeVouges and husband conveyed said property to Herman Winter and wife (G.W. No. 48, folio 181).

While it has no particular bearing upon this controversy, the records do show that Herman Winter and wife, by two deeds, one confirmatory, on July 26, 1906 (G.W. 50, folio 215) and August 7, 1907 (G.W. No. 56, folio 329) conveyed to Christopher Dreyer 11 acres of this land, and Christopher Dreyer and wife re-conveyed to Herman Winter and wife one parcel of 2-1/4 acres on August 7, 1907 (G.W. No. 56, folio 330) and 0.117 of an acre on November 24, 1938 (J.H.H. No. 195, folio 329). On November 24, 1938, Herman Winter and wife conveyed to the plaintiffs, Dorothy Van Deusen and husband, 30.4 acres of said land (which included a part of the lots sold by Simpson and the avenues laid out on the Simpson plat) (J.H.H. No. 195, folio 330). That the Consolidated Gas, Electric Light & Power Co. was granted a right of way by Herman Winter and wife on January 27, 1934 (W.M.B. 122, folio 495).

HERMAN WINTER

That Herman Winter and the following named persons, if sworn as as witnesses, would testify as follows:

That he is a resident of Anne Arundel County, residing upon a part of the property now in controversy, on some part of which he has lived for the past 37 years. That he bought the property and went into possession in 1906, having acquired the same from Mrs. Teresa DeVouges. That the original tract as purchased by him was in two parcels, containing in all 59 acres, 3 roods and 10 square perches, which, at or about the time of the purchase he caused to be surveyed by T. R. R. Carroll, County Surveyor for Howard County, and he files herewith, marked "Plaintiffs' Exhibit C", the original certificate of survey and receipt of said surveyor, dated March 3, 1906. That the deed conveying title to him was executed by Teresa DeVouges and Alphonse DeVouges, her husband, was dated March 14, 1906, and recorded in Liber G.W. No. 48, folio 181, and the original deed is filed herewith, marked "Plaintiffs' Exhibit D", and that the consideration paid by him was $1,500.00. That he immediately entered into possession of the said land, caused the same to be fenced in and kept fenced, cultivated the property as a farm and has ever since resided upon some part thereof. That he did convey 11 acres of land to Christopher Dreyer and that Dreyer reconveyed to him two small lots.

That on November 24, 1938, he and his wife conveyed to his granddaughter and her husband, Dorothy VanDeusen and Everett K. VanDeusen, a part of said land, being 30.40 acres by deed duly recorded in Liber J.H.H. No. 195, folio 330, and that they took possession and resided thereupon until about June, 1942. That at some time he was furnished by said serveyor with a plat of the entire property, showing also the Dreyer conveyances, which he files, marked "Plaintiffs' Exhibit E". That at no time since he entered into possession of said property, up to this very date, has anyone ever laid claim to ownership of any lot or lots in the said tract and that he never heard of the possibility of such a claim until recently; not at any time during said period have any avenues, streets or highways been opened or used upon said tract of land, but the whole thereof has been con-

tinuously fenced in by himself and the VanDeusens and used solely as a farm. That he continuously paid the taxes on the whole of said property from 1906 to 1938, and upon the remaining portion thereof from 1938 to and including 1943. That during the entire period from 1906 to 1943 he has held uninterrupted, continuous, undisputed and notorious possession of said land, or some part thereof, and that no one has at any time claimed ownership of any lots or the right to use any avenues, streets or highways over or upon the said land.

MARY WINTER

That she is the wife of Herman Winter, and without taking up the time to repeat the facts stated by him, and having lived with him upon the said property since 1906, and having personal knowledge of the facts, confirms all and singular the statements made by him.

CHRISTOPHER DREYER

That he is a resident of Anne Arundel County, living upon the land adjoining that formerly owned by Herman Winter and conveyed to Dorothy Van Deusen and husband. That he has resided there since 1906 and is familiar with all of the property in that neighborhood. That he purchased his property from the said Herman Winter. That during the period from 1906 to this time he never knew or heard of there being any claimant to any lot or lots in the original Winter tract, nor has he ever heard of any claimant to the right to use any avenue, street or highway over, in or upon the said property, which has been continuously fenced in and used for agricultural purposes by Herman Winter and Dorothy VanDeusen, and that they have, in turn, been open, notorious possession of the said land to his personal knowledge since 1906.

AUGUSTA HUEG

That she is a resident of Anne Arundel County, Maryland, and is also a neighbor of Herman Winter, having lived upon an adjoining place ever since 1911. That she knows that Herman Winter has resided upon and farmed the adjoining property ever since 1911; that he was there when she moved into her place; that he kept the entire tract fenced in and farmed the same from 1911 up to the transfer of a portion to the VanDeusens, who occupied and fenced in that part until 1942; and that the said Herman Winter still occupies the remaining portion of the farm. That from 1911 to date she has never heard of anyone claiming any lot or lots on the Winter property, or the right to use any avenues, streets or highways through or upon the same, and that none ever existed.

MRS. GROVER C. KIRN

That she resides at Waterloo, Howard County, Maryland, and is a daughter of Herman Winter and the mother of Dorothy VanDeusen. That she is familiar with the property in controversy, having lived upon the farm herself and she knows that at no time did any avenues, streets or highways exist thereon; that she never heard of any claimant of ownership of any lot or lots thereon; and that her father has been in open possession of the whole tract from 1906 to 1943, saving and excepting such portions as he conveyed, and that part transferred to her daughter, Dorothy VanDeusen, and her husband, was occupied by them from 1938 to 1942.

DOROTHY VAN DEUSEN

That she is the wife of Everett K. VanDeusen and resides at Berwyn, Md. That she is

one of the plaintiffs herein. That she is the granddaughter of Herman Winter by whom the 30.40 acres of land was conveyed on November 24, 1938, and which she and her husband occupied until June 1942, when they sold 20.40 acres to Jerome L. Taussig and wife, the defendants, who went into immediate possession and still occupy the same.
That she has been familiar with the property all of her life, knows that her grandfather has continuously used it as a farm, kept it fenced and that at no time has she ever heard of any claimant to any lot or lots thereon, or the right to use any avenues, streets or highways, nor have any such ever existed.

EVERETT K. VAN DEUSEN

That he is one of the plaintiffs herein, resides at Berwyn, Md., is the husband of Dorothy VanDeusen and is in the employ of the Greyhound Bus Lines, That he is a party to the contract to convey 20.40 acres of land to Jerome L. Taussig and wife, which is in controversy. That they took possession of the original 30.40 acres in November, 1938 and occupied the same until June, 1942, when they relinquished possession of 20.40 acres to the said Jerome L. Taussig and wife, who still occupy the same. That he never heard of any claimant to lots or avenues on said land, nor did he ever suspect that such a possibility existed until after the making of the contract with the said Taussigs. That he did have the property surveyed and files herewith copies of the plat, marked "Plaintiffs' Exhibits F and G", showing the portion as conveyed to himself and wife, and that sold to the Taussigs, with the 10 acres retained by the sellers.

It is understood and agreed between the parties that the said Jerome L. Taussig, and wife, the defendants, went into possession of the property as stated above by Dorothy VanDeusen and now remain in possession without prejudice to any objection to the title raising the questions of law presented for the decision of the Court in this proceeding. It is further agreed that insofar as the tract contracted to be conveyed by the plaintiffs to the defendants is concerned, the only part of the 14 lots originally sold by Simpson that over-laps the Taussig purchase is merely about two-thirds of one lot, No. 88.

Everette K. VanDeusen
Dorothy K. VanDeusen
Plaintiffs.

Hedwig T. Taussig
Jerome L. Taussig
Defendants.

G.W.S. Musgrave
James E. Stuart
Solicitors for Plaintiffs

John S. Stanley
Hershey, Donaldson, Williams & Stanley
Solicitors for Defendants

Filed March 6" 1944

DECREE. 22nd March, 1944.

This cause coming on for hearing upon the Bill of Complaint, Answer, Agreed Statement of Facts, Exhibits, and being submitted upon memoranda of counsel, and the papers and proceedings having been read and fully considered, and it appearing to the Court that the Plaintiffs hold title to the property in controversy and the subject of the contract of sale by virtue of continuous, notorious, uninterrupted and uncontested possession thereof by Herman Winter and themselves since March 14, 1906, under color of title, which title the Defendants can safely accept; and

It further appearing to the Court that the said property is in no wise affected by

the laying out of any streets or avenues for want of proper dedication or public or official acceptance or user thereof, and that if any easement or easements ever existed, the same have long since been lost; and

It further appearing to the Court that the grant to the Consolidated Gas, Electric Light & Power Company of a right-of-way for the purpose of furnishing electricity in no way diminishes the value of the said property, but is rather an advantage than a detriment.

It is, therefore, this 22nd day of March, 1944, by the Circuit Court for Anne Arundel County, Maryland, sitting in Equity.

ADJUDGED, ORDERED AND DECREED that the Plaintiffs be, and they are hereby granted specific performance of the said contract of purchase by the Defendants; and it is further

ADJUDGED, ORDERED AND DECREED, that the said Defendants, Jerome L. Taussig and Hedwig T. Taussig, his wife, pay unto the Plaintiffs, Everett_ K. VanDeusen and Dorothy VanDeusen, the balance of the purchase money agreed to be paid for the said property, with legal interest from the date this case is disposed of by the Court of Appeals of Maryland, and to accept from the Plaintiffs a conveyance of the aforesaid land and improvements.

James Clark Judge.

Filed March 23" 1944.

ORDER FOR APPEAL

Everett_ K. Van Deusen and
Dorothy Van Deusen, his wife, Plaintiffs
vs.
Jerome L. Taussig and Hedwig T. Taussig,
his wife, Defendants.

No. 8487 Equity
In the Circuit Court for
Anne Arundel County

Mr. Clerk:

Pleaae enter an appeal on behalf of Jerome L. Taussig and Hedwig T. Taussig, Defendants, from the decree passed on the 22nd day of March, 1944, to the Court of Appeals of Maryland.

John S. Stanley
Hershey, Donaldson, Williams & Stanley
Solicitors for Appellant.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 24th day of March 24th, 1944, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared JOHN S. STANLEY, counsel for Jerome L. Taussig and Hedwig T. Taussig, his wife and made oath in due form of law that this appeal is not made for the purpose of delay.

WITNESS my hand and Notarial seal.

(NOTARIAL SEAL)

Alice D. Barry
Notary Public

My commission expires May 7, 1945.

Filed March 27" 1944.

MANDATE

COURT OF APPEALS OF MARYLAND.

Jerome L. Taussig and Hedwig T. Taussig, his wife,
vs.
Everett_ K. Van Deusen and Dorothy Van Deusen, his wife.

No. 31, April Term 1944
Appeal from the Circuit Court
for Anne Arundel County.
Filed: March 31st.,1944.
June 14th, 1944, Decree affirmed, with costs.
Opinion Filed. Op.-Collins, J.
July 5th,1944, Decree filed.

Appellant's Cost in the Court of Appeals of Maryland,

Record	$ 34.00	
Brief	14.00	
Appearance Fee	10.00	
Clerk's Costs	10.00	$ 68.00

Appellee's Cost in the Court of Appeals of Maryland,

Brief	$ 10.00		
Appearance Fee	10.00		
Clerk's Costs	XXXXXX	$20.00	$ 88.00

STATE OF MARYLAND, Sct.:

I, Maurice Ogle, Clerk of the Court of Appeals of Maryland, do hereby certify that the foregoing is truly taken from the record and proceedings of the said Court of Appeals.

In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of the Court of Appeals, this fourteenth day of July A.D. 1944.

(COURT SEAL) Maurice Ogle, Clerk
of the Court of Appeals of Maryland.

Jerome L. Taussig et ux
vs.
Everett K. Van Deusen et ux

In the COURT OF APPEALS OF MARYLAND
April Term, 1944
No. 31

THE APPEAL in this case, standing ready for hearing, was argued by counsel for the respective parties, and the proceedings have since been considered by the Court.

It is thereupon, this 30th day of June, 1944, by the COURT OF APPEALS OF MARYLAND, and by the authority thereof, adjudged, ordered and decreed that the decree of the Circuit Court for Anne Arundel County dated the 22nd day of March, 1944, be and the same is hereby affirmed, with costs.

Ogle Marbury
Chief Judge for the Court.

Filed: July 5, 1944

Filed July 15th. 1944.

DANIEL H. NICHOLS	:	No. 8568 Equity
vs:	:	In the Circuit Court for
Lois V. Murray Helen Caulk Kline David A. Kline, her husband, Daniel Edgar Caulk Louise Wyant Caulk, his wife, Harriott Caulk Sullivan Norman P. Sullivan, her husband, Emma Caulk Fowler William L. Fowler, her husband, the unknown heirs and devisees of George W. Caulk, Frances A. Nichols, Blanche H. Caulk, Nannie Norman Caulk, Mary Elizabeth Caulk, Frank Caulk, George W. Caulk, Jr., Daniel Brown Caulk and Sarah Caulk.	:	Anne Arundel County.

BILL OF COMPLAINT.

To the Honorable, the Judges of said Court:

Your Orator complaining says:

FIRST: That he is the owner of an undivided interest in and to the property known as No. 215 Main Street, Annapolis, Maryland, being the same property described in a Deed from Edward Sparks, et al., to Elizabeth J. Caulk, dated February 5, 1859, and recorded among the Land Records of Anne Arundel County in Liber N.H.G. No. 8, folio 5, a certified copy of said Deed being filed herewith and prayed to be taken as a part hereof, marked: "Plaintiff's Exhibit No. 1".

SECOND: That the said Elizabeth J. Caulk, your Complainant's grandmother, departed this life on or about April 29, 1891, seized and possessed of the aforesaid property and by her Last Will and Testament recorded among the Testamentary Records of Anne Arundel County in Liber J.W.B. No. 1, folio 519, a certified copy thereof being filed herewith and prayed to be taken as a part hereof, marked: "Plaintiff's Exhibit No. 2"., devised the said property as follows:

"I will and devise my house and lot on Church Street, Annapolis, where I now reside, to my husband, Daniel Caulk, for and during the term of his natural life and from and after his death to my three daughters, Francis A. Nichols (wife of John H. S. Nichols), Blanche H. Caulk and Nannie N. Caulk for life, to be held, used and enjoyed by them as a home as long as they or any one or more of them may desire to retain and use it as such, with power nevertheless, in my said three daughters, should they all so agree, to sell the same or any part thereof and to divide the proceeds into four parts, each of my said daughters to take one-quarter part and the remaining one-quarter part to be divided equally among the children of my deceased son, George W. Caulk.

"But should any one or more of my said daughters die before a sale, then the survivors or survivor to hold, use and enjoy said property or what remains thereof as a home, with like power, and the survivors or survivor to sell the same or part thereof and to divide the proceeds of sale into four equal parts, the survivors or survivor each to take one-quarter part and the balance to be divided among the heirs of my deceased children per stirpes and not per capita, and should my said three daughters die without having sold said real estate, then I will and direct that the same be sold, and the proceeds of sale divided among the heirs of my deceased children per stirpes and not per capita, and it is my desire and I do so will and direct that should none of my said daughters desire to occupy said house and lot as a home, then they are at liberty to rent the same and share equally in said rents".

THIRD: That since the death of the said Elizabeth J. Caulk, the property has been used and occupied by your Complainant's mother, Frances A. Nichols, until the time of her death in the year 1903; by your Complainant's aunt, Blanche H. Caulk, until the time of her death in 1934; by your Complainant's aunt, Nannie Norman Caulk, until the time of her death in 1939; and by your Complainant, who lived in the property with his aunts until the death of Nannie Norman Caulk in 1939.

FOURTH: That the said Elizabeth J. Caulk had four children, namely: George W. Caulk, Frances A. Nichols; Blanche H. Caulk; and Nannie Norman Caulk.

FIFTH: That the said George W. Caulk predeceased his mother, leaving five children:

(1) Elizabeth Caulk, also known as Mary Elizabeth Caulk, and also known as Bessie Caulk, who died, unmarried, in the year 1939, leaving a Last Will and Testament, duly recorded among the Testamentary Records of Anne Arundel County in Liber W.M.H. No. 1, folio 449, a certified copy of which is filed herewith and prayed to be taken as a part hereof and marked: "Plaintiff's Exhibit No. 3", by which she devised all of her property to her sister, Sallie M. Caulk, absolutely, or in the event the said Sallie M. Caulk should predecease her, then to Lois V. Murray, now residing in the City of Los Angeles, State of California.

(2) George W. Caulk, Jr., who died intestate and unmarried many years ago.

(3) Frank Caulk, who died intestate and unmarried many years ago.

(4) Sarah Caulk, also known as Sallie M. Caulk, who died intestate and unmarried, in or about the year 1933.

(5) Daniel Brown Caulk, who died intestate in the year 1940, leaving four children, namely: Helen Caulk Kline, whose husband is David A. Kline; Daniel Edgar Caulk, whose wife is Louise Wyant Caulk; Harriott Caulk Sullivan, whose husband is Norman P. Sullivan; Emma Caulk Fowler, whose husband is William L. Fowler, all of whom are residents outside of the State of Maryland, the said Emma Caulk Fowler now residing at Swarthmore in the State of Pennsylvania.

SIXTH: Frances A. Nichols died January 27, 1903, leaving a Last Will and Testament duly recorded among the Testamentary Records of Anne Arundel County in Liber R.B. No. 1, folio 165, a certified copy of which is filed herewith and prayed to be taken as a part hereof, and marked: "Plaintiff's Exhibit No. 4", in which after leaving her son, Daniel H. Nichols, the sum of Three Hundred Dollars, devised all the rest and residue of her estate to her daughter, Nannie B. Nichols; the said Nannie B. Nichols having departed this life on the 24th day of October, 1919, leaving a Last Will and Testament duly recorded among the Testamentary Records of Anne Arundel County in Liber O.B.D. No. 2, folio 210, a certified copy of which is filed herewith, and prayed to be taken as a part hereof, marked: "Plaintiff's Exhibit No. 5", in which she devised to her aunts, Blanche H.Caulk and Nannie Norman Caulk, certain property on Francis Street, in the City of Annapolis, and all of the rest and residue, she devised to your Complainant, Daniel H. Nichols.

SEVENTH: Blanche H. Caulk died April 27, 1934, leaving a Last Will and Testament recorded among the Testamentary Records of Anne Arundel County in Liber G.T.C. No. 1, folio 432, a certified copy of which is filed herewith and prayed to be taken as a part hereof, and marked: "Plaintiff's Exhibit No. 6", in which she devised her property to Nannie Norman Caulk for life, with the remainder to your Complainant, Daniel H. Nichols.

EIGHTH: Nannie Norman Caulk, who died on March 28, 1939, leaving a Last Will and Testament duly recorded among the Testamentary Records of Anne Arundel County in Liber W.M.H. No. 1, folio 428, a certified copy of which is filed herewith and prayed to be taken as a part hereof, and marked: "Plaintiff's Exhibit No. 7", in which after making certain bequests, devised the rest and residue of her estate, which includes the hereinafter described property, to your Complainant, Daniel H. Nichols.

NINTH: That your Complainant has not lived in the said property since the death of his aunt, Nannie Norman Caulk, who died on March 28, 1939, and his cousin Mary Eliza-

beth Caulk, who died on April 5, 1939, and that the said property has been vacant and unproductive up to March 23, 1943.

TENTH: That on the 23rd., day of March, 1943, your Complainant, Daniel H. Nichols, individually, and as Agent for Lois V. Murray, devisee under the Last Will and Testament of Mary Elizabeth Caulk, executed a Contract for the sale of the abovementioned property, to Carl S. Thomas, Agent for The Maryland Hotel Corporation, a Maryland corporation, for the sum of Seven Thousand Five Hundred ($7,500.00) Dollars, of which the sum of Two Hundred and Fifty ($250.00) Dollars has been paid in cash, which said sum your Complainant now holds; the original Contract being filed herewith and prayed to be taken as a part hereof, and marked; "Plaintiff's Exhibit No. 8".

ELEVENTH: That the said property is not susceptible to partition in kind among the aforementioned heirs, and it would be to the best interest and advantage of all parties having interest in said real estate that the same be sold and the proceeds divided among those persons entitled thereto.

TWELFTH: That your Complainant believes that the sum of Seven Thousand Five Hundred Dollars is a fair market value of said property and therefore prays this Honorable Court that the aforesaid Contract be ratified and confirmed by this Court and that a Trustee be appointed to convey the interest of all of the aforesaid heirs and devisees of Elizabeth J. Caulk to the purchaser thereof.

TO THE END, THEREFORE,

(1) That the hereinbefore referred to Contract be ratified and confirmed by this Honorable Court, and that a Trustee be appointed to convey the interest of all of the heirs and devisees of Elizabeth J. Caulk, the parties hereto, to the purchaser of the property, the subject matter of this suit, being the property known as No. 215 Main Street, Annapolis, Maryland.

(2) That the interest in and to the proceeds of sale of the real estate herein mentioned, of each of the parties hereto, be determined by this Honorable Court.

(3) That your Orator may have such other and further relief as his case may require.

AND may it please your Honors to grant unto your Orator the Order of Publication, giving notice to Lois V. Murray of Los Angeles, State of California; Helen Caulk Kline and David A. Kline, her husband; Daniel Edgar Caulk and Louise Wyant Caulk, his wife; Harriott Caulk Sullivan and Norman P. Sullivan, her husband, all of whom are non-residents of the State of Maryland, though your Orator does not know their exact addresses; Emma Caulk Fowler and William L. Fowler, her husband, of the City of Swarthmore, State of Pennsylvania, the unknown heirs and devisees of George W. Caulk, Frances A. Nichols, Blanche H. Caulk, Nannie Norman Caulk, Mary Elizabeth Caulk, Frank Caulk, George W. Caulk, Jr., Daniel Brown Caulk, and Sarah Caulk, all of whom are unknown to your Orator and may or may not be non-residents of the State of Maryland, requiring them to be and appear in this Court in person or by solicitor on or before some certain day to be named therein, to show cause, if any they may have why a Decree ought not be passed as prayed.

AND as in duty bound, etc.

R. Tilghman Brice, III,
Solicitor for Plaintiff

Daniel H. Nichols,
Complainant.

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

I HEREBY CERTIFY, That on this Twenty-seventh 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 County aforesaid, personally appeared DANIEL H. NICHOLS, Plaintiff hereinbefore set forth, and he made oath in due form of law that the matters and things as set forth in the foregoing Bill of Complaint are true and correct to the best of his knowledge and belief.

AS witness my hand and Notarial seal.

(NOTARIAL SEAL) Beatrice A. Velenovsky

Notary Public.

Filed November 1st. 1943.

PLAINTIFF'S EXHIBIT NO. 1 Certified Copy Last Will and Testament Elizabeth J.Caulk

In the Name of God, Amen.

I, Elizabeth J. Caulk, wife of Daniel Caulk of the City of Annapolis and State of Maryland, being well in body, and of sound and disposing mind, memory and understanding considering the certainty of death and the uncertainty of the time thereof, and being desirous to settle my worldly affairs do make, and publish this my last will and testament in manner and form following that is to say.

First and principally I commit my Soul into the hands of Almighty God and my body to the Earth and after my debts and funeral charges are paid I devise and bequeath as follows.

Item - I will and devise my house and lot on Church Street, Annapolis where I now reside to my affectionate husband Daniel Caulk for and during the term of his natural life, and from and after his death to my three daughters Frances A. Nichols (wife of John H.S. Nichols) Blanche H. Caulk and Nannie W. Caulk, for life, to be held, used and enjoyed by them as a home so long as they or any one or more of them may desire to retain & use it as such, with power nevertheless in my said three daughters, should they all so agree, to sell the same or any part thereof, and to divide the proceeds into four parts, each of my said daughters to take one fourth part, and the remaining one fourth part to be divided equally among the children of my deceased son, George W. Caulk. But should any one or more of my said daughters die before a sale, then the Survivors or Survivor to hold, use and enjoy said property or what remains thereof as a home with like power in the Survivors or Survivors to sell the same or part thereof and to divide the proceeds of Sale into four equal parts, the Survivors or Survivor each to take one fourth part, and the balance to be divided among the heirs of my deceased children per stirpes and not per capita. -

And should my said three daughters die without having sold said real estate, then I will and direct that the same be sold and the proceeds of sale divided among the heirs of my deceased children per stirpes and not per capita -

And it is my desire and I do so will and direct that should none of my said daughters desire to occupy said house and lot as a home then they are at liberty to rent the same and share equally in said rents.

Item - All the rest and residue of my property, I give and devise to my said husband Daniel Caulk for life, remainder to my three daughters hereinbefore named.

And I do hereby constitute and appoint my dear husband Daniel Caulk Executor of this my last will and testament, revoking and annulling all former wills by me heretofore made,

ratifying and confirming this and none other to be my last Will and Testament.

In testimony whereof I hereto set my hand and affix my seal this 27th day of July - Eighteen hundred and Seventy Seven.

Elizabeth J. Caulk (SEAL)

Signed, Sealed, published and declared by Elizabeth J. Caulk, the above named testatrix as and for her last will and testament, in our presence, who, at her request, in her presence and in the presence of each other have hereto set our hands as witnesses hereto.

J. M. Hunter

Wm. Bryan

Jas. Revell

Anne Arundel County, Ss:

On this 28th day of July, 1891 came James Revell Esqr. and made oath on the Holy Evangely of Almighty God that he does not know of any will or codicil of Elizabeth J. Caulk, wife of Daniel Caulk of the city of Annapolis other than the above instrument of writing and that he prepared the same and had it in his possession from the day of its execution until delivered to the Register of Wills and the Judges of the Orphans Court with the exception of a few days after the death of the deceased when it was in the possession of the deceased's family, and that the same was returned to him in the same condition as when it was taken from his custody, and that at the time of making and executing said instrument of writing the deceased was of sound and disposing mind memory and understanding and that he together with J. W. Hunter and Wm. Bryand both of whom have since departed this life, subscribed his name as witness to this will in the presence of each other and that deceased departed this life on or about the __ day of ___ 1891.

Sworn to before

W. F. Petherbridge

Register of Wills

In the Orphans Court of Anne Arundel County.

The Court after having carefully examined the above last Will and Testament of Elizabeth J. Caulk late of Anne Arundel County together with the evidence adduced as to its validity Orders and Decrees this 28th day of July A.D. 1891 that the same be admitted in this Court as the true and genuine last Will and Testament of the said Elizabeth J. Caulk, deceased.

John H. Sellman

Wm. H. Downs

Charles H. Russell

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 Elizabeth J. Caulk late of said County deceased together with proof and probate thereof taken from the original will 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 1st day of November in the year of our Lord, nineteen hundred and forty-three.

(COURT SEAL) R. Glenn Prout

Register of Wills for Anne Arundel County.

Filed Nov. 1" 1943.

"PLAINTIFF'S EXHIBIT NO. 2"

This Deed made this fifth day of February, in the year of our Lord, Eighteen Hundred and fifty nine, by Edward Sparks and Sophia R. Sparks, his wife, Dennis Claude and Anna Claude, his wife, of the City of Annapolis, in the State of Maryland.

Witnesseth, that in consideration of the sum of Nine Hundred Dollars, the said Edward Sparks, Sophia R. Sparks, Dennis Claude and Anna Claude, have granted unto Elizabeth J. Caulk of said City and State aforesaid, All that lot or parcel of ground situated and fronting on the South side of Church Street in the City of Annapolis on which is erected a small two story brick building, the said parcel of ground being the residue of all that part of lot number forty eight, being the same lot or parcel of ground which the said Edward Sparks obtained from John Gambrill by deed dated on the thirteenth day of July, Eighteen hundred and thirty, recorded in the records of Anne Arundel County in Liber W.S.G. No. 15, folio 374 & 375, by reference to said deed will more fully and at large appear, in fee simple,

And the said parties to the first part covenants that they will execute such further assurances as may be requisite.

Witness our hands and seals.

Test:

Wm. Glover

Edward Sparks (SEAL)
Sophia R. Sparks (SEAL)
D. Claude (SEAL)
Anna Claude (SEAL)

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this fifth day of February, Eighteen hundred and fifty-nine, before the subscriber a Justice of the Peace of the State and County aforesaid personally appeared Edward Sparks, Sophia R. Sparks, Dennis Claude and Anna Claude, and did each acknowledge the aforegoing deed to be their respective act.

Wm. Glover

Recorded the 15 day of February 1859

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that the aforegoing Deed was truly taken and copied from Liber N.H.G. No. 8, folio 5, 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 27th day of October, A.D. 1943.

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

Filed Nov. 1" 1943.

PLAINTIFF'S EXHIBIT NO. 3

I, Mary Elizabeth Caulk, also known as Bessie Gaulk, of the City of Baltimore and the State of Maryland, do make this, my Last Will and Testament, in manner following, that is to say:

After the payment of all my debts and funeral expenses, for which last mentioned purpose I desire the money used that is on deposit in the Central Savings Bank and the Fidelity Trust Company, I give, devise and bequeath as follows:

All of my property, of every kind and description, including my house at 3708 Greenmount Avenue, I give, devise and bequeath to my sister, Sallie M. Caulk, absolutely.

In the event my sister, Sallie M. Caulk shall have passed away prior to my death, I name my cousin, Lois V. Murray, now residing in Los Angeles, California, as my sole beneficiary.

I constitute and appoint my Sister Sallie M. Caulk to be the Executrix of this my last Will and Testament, hereby revoking all other wills and codicils by me heretofore made; and as I have entire confidence in my said executrix, I desire that she shall be excused from the necessity of giving bond for the faithful performance of her duties.

In Testimony whereof I have hereunto subscribed my name and affixed my seal this 23rd day of February, in the year Nineteen Hundred and Twenty-Seven.

Mary Elizabeth Caulk (SEAL)

Bessie Caulk

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.

Cecelia A. Tighe 1508 John St.

Frances Whiteley Timonium, Md.

Anne Arundel County, Ss:

On the 6th day of July, 1939 came Georgianna White and made Oath in due form of law that she does not know of any Will or Codicil of Mary Elizabeth Caulk also known as Bessie Caulk late of said County deceased, other than the above instrument of writing and that she received the same from Lois Murray in whose custody it had been.

Testatrix departed this life on or about the 5th day of April, 1939.

Sworn to in open Court.

Test: R. Glenn Prout

Register of Wills for Anne Arundel County

By Clemence C. Burwell, Clerk

Anne Arundel County, Ss:

On the 17" day of July, 1939, came Cecelia A. Tighe subscribing witness to the aforegoing last Will and Testament of Mary Elizabeth Caulk, also known as Bessie Caulk late of said County deceased, and made oath in due form of law that she did see the Testatrix sign and seal this Will; that she heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of her apprehension of sound and disposing mind, memory and understanding and that she together with Frances Whiteley who has since died subscribed her name 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

By Clemence C. Burwell, Clerk

Anne Arundel County, Ss:

On this 17" day of July A.D. 1939, personally appeared Cecelia A. Tighe who on oath says that she is well acquainted with Frances Whiteley and that affiant knows her handwriting having often seen her write; that after examining the signature of Frances Whiteley on the paper writing purporting to be the last Will and Testament of Mary Elizabeth Caulk, also known as Bessie Caulk deceased, late of Anne Arundel County, Maryland, affiant declares the same to be in the handwriting of said Frances Whiteley and it is well known to affiants that said Frances Whiteley is deceased.

Cecelia A. Tighe

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

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

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Mary Elizabeth Caulk also known as Bessie Caulk, late of said County deceased, and also the evidence adduced as to its validity, orders and decrees this 18th day of July, 1939, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Mary Elizabeth Caulk also known as Bessie Caulk, deceased.

Maynard Carr
Judges: Owain E. Owens
William B. Elliott

The Undersigned, Lois V. Murray, sole surviving beneficiary under the last Will and Testament of Mary Elizabeth Caulk also known as Bessie Caulk late of Anne Arundel County, deceased, do hereby refuse to act as Executrix of said Will and do therefore renounce all my right to letters testamentary upon said deceased's Estate and all right, title and claim that I may or could have had by virtue of said appointment and request that Georianna White be appointed Administratrix c.t.a.

In Testimony Whereof I hereunto subscribe my name this 26th day of June, 1939.

Witness: Ella M. Jones Lois V. Murray

In the Orphans' Court of Anne Arundel County, ss:

It being known to the Court that Sallie M. Caulk, Executrix appointed in the Last Will and Testament of Mary Elizabeth Caulk, also known as Bessie Caulk, is dead, and Lois V. Murray, sole surviving beneficiary, having renounced her right to act as Administratrix c.t.a. requesting that Georgianna White be appointed Administratrix c.t.a.,

It is therefore Ordered this 18th day of July, 1939, by the Orphans' Court of Anne Arundel County that Georgianna White be appointed Administratrix c.t.a. of the Estate of Mary Elizabeth Caulk, also known as Bessie Caulk, upon her filing bond in the penalty of $500.00

Maynard Carr, C.J.
Owain E. Owens, A.J.
William B. Elliott, A.J.

STATE OF MARYLAND ANNE ARUNDEL COUNTY

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Rec-

ords, 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 Mary Elizabeth Caulk, also known as Bessie Caulk late of said County deceased together with proof and probate thereof taken from Wills Liber W.M.H. 1 folio 449, one of the records filed, recorded and
Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 29th day of October in the year of our Lord, nineteen hundred and forty-three.

(COURT SEAL) R. Glenn Prout

Register of Wills for Anne Arundel County.

Filed Nov. 1st. 1943.

PLAINTIFF'S EXHIBIT NO. 4.

The furniture that I own jointly with my Sisters I give to them not to be troubled as long as they want it. I give to my Son Daniel H. Nichols $300. and half of my silver and china to be divided between them as they my daughter & Son may agree to. All else I own of every description I give to my daughter Nannie B. Nichols, my interest in the business Bank stock - what little I have in the Saving Bank - if there is any money in the house absolutely every thing I give to my daughter.

Frances A. Nichols

Witness Blanche H. Caulk

Witness Nannie N. Caulk

Anne Arundel County, Ss.

On the 23rd day of June 1903 came Nannie B. Nichols and made Oath in due form of law that she does not know of any Will or Codicil of Frances A. Nichols late of said County deceased, other than the above instrument of writing, and that she received the same from among her private papers kept in her house and has this day delivered the same to the Register of Wills and that the deceased departed this life on or about the 27th day of January 1903.

Sworn to before the Subscriber,

Luther A. Palmer

Register of Wills for Anne Arundel County

Anne Arundel County, Ss.

On the 23rd day of June 1903 came Blanche H. Caulk one of the subscribing witnesses to the aforegoing last Will and Testament of Frances A. Nichols late of said County deceased, and made Oath in due form of law that she did see the Testatrix sign and seal this Will; that she heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was to the best of her apprehension of sound and disposing mind, memory and understanding, and she together with Nannie N. Caulk the other subscribing witness subscribed her name as witness to this Will in her presence at her request and in the presence of each other.

Sworn to before the Subscriber,

Luther A. Palmer

Register of Wills for Anne Arundel County

Anne Arundel County, Ss.

On the 23rd day of June 1903 came Nannie N. Caulk one of the subscribing witnesses

to the aforegoing last Will and Testament of Frances A. Nichols late of said County, deceased, and made Oath in due form of law that she did see the Testatrix sign and seal this Will; that she heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was to the best of her apprehension of sound and disposing mind, memory and understanding; and she together with Blanche H.Caulk the other subscribing witness subscribed her name as witnesses to this Will in her presence, at the request and in the presence of each other.

Sworn to before the Subscriber,

Luther A. Palmer

Register of Wills for Anne Arundel County

Orphans Court for Anne Arundel County.

The Court after having carefully examined the aforegoing last Will and Testament of Frances A. Nichols late of Anne Arundel County deceased, together with the evidence adduced as to its validity, orders and decrees this 23rd day of June 1903 that the same be admitted in this Court as the true and genuine last Will and Testament of Frances A. Nichols, deceased.

Alfred Ijams, C.J.

C. H. Russell, A.J.

Henry Woodward, 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, hereby do certify that the aforegoing is a true and full copy of the Last Will and Testament of Frances A. Nichols late of said County deceased together with proof and probate thereof taken from Wills Liber R.B. 1 folio 165, one of the records filed, recorded and Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 29th day of October in the year of our Lord, nineteen hundred and forty-three.

(COURT SEAL) R. Glenn Prout

Register of Wills for Anne Arundel County.

Filed Nov. 1st. 1943.

"PLAINTIFF'S EXHIBIT NO. 5."

I, Nannie Blanche Nichols, do make this my last Will and Testament and do give and bequeath my estate, real and personal as follows:

To my Aunts - Blanche H. and Nannie N. Caulk I give my share in the property on Francis St. owned jointly with my Brother, Daniel H. Nichols - to be theirs as long as they live or if sold during the lifetime of both, or either one of the said Aunts, then my share in the proceeds of sale to be theirs absolutely. But if the property is still owned by them at the time of the death of both Aunts, then my share is to go to my Brother.

To my Aunt - Blanche H. Caulk, I give eight (8) shares of Farmers National Bank stock and to my Aunt Nannie N. Caulk I give seven (7) shares of Farmers National Bank stock and to both of said Aunts together, or which ever one may survive, I give whatever money I may have in the Farmers National Bank or Annapolis Savings Bank, my clothing, my share in whatever house furnishing we may own together, and what is mine absolutely, and my china.

To my cousin Bessie Caulk I leave half a dozen green Japanese cups and saucers, my chocolate pot, six odd breakfast plates, a cake plate, and my gold ring set with five garnets.

To my Brother - Daniel H. Nichols - I give my share in whatever property, not before mentioned, we may own together, my remaining shares of Farmers National Bank stock, my Annapolis Water Co. stock, my Copper stock my Mother's gold watch and my books.

If the death of my Brother occurs before that of my Aunts, Blanche H. and Nannie N. Caulk, then my entire estate, real and personal, goes to them, or whichever one survives him (Daniel H. Nichols).

If the death of said Aunts occur before that of my Brother, Daniel H. Nichols, then he is to have my entire estate.

Should the death of both of said Aunts occur and also that of my Brother, and if he leaves no direct heirs then my entire estate goes to my Cousin Bessie Caulk.

Helen G. Hunter — Nannie B. Nichols

Katherine M. Welsh — August 8th, 1910.

Anne Arundel County, Ss:

On the 10" day of November, 1919 came Daniel H. Nichols and made Oath in due form of law that he does not know of any Will or Codicil of Nannie Blanche Nichols 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 Reg. of Wills for probate and that the deceased departed this life on or about the 24" day of October, 1919.

Sworn to before

Test: Oden B. Duckett
Register of Wills for Anne Arundel County

Anne Arundel County, Ss.

On the 10" day of November, 1919, came Helen G. Hunter one of the subscribing witnesses to the aforegoing last Will and Testament of Nannie Blanche Nichols late of said County, deceased, and made Oath in due form of law that she did see the Testatrix sign and seal this Will; that she heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of her apprehension, of sound and disposing mind, memory and understanding; and that she together with Katherine M. Welsh the other subscribing witness thereto, now beyond the jurisdiction of this Court subscribed their names as witnesses to this Will in her presence, at her request and in the presence of each other.

Sworn to before

Test: Oden B. Duckett
Register of Wills for Anne Arundel County

Anne Arundel County, Ss:

On this 10" day of November A.D. 1919, personally appeared L. Dorsey Gassaway who on oath says that he - well acquainted with Nannie Blanche Nichols and that affiant knows her handwriting, having often seen her write that after examining the signature of Nannie Blanche Nichols to the paper writing, purporting to be the last will and testament of Nannie Blanche Nichols deceased, late of Annapolis, Anne Arundel County, Md., affiant

declares the same to be in the handwriting of said Nannie Blanche Nichols and it is well known that subscribing Witness Katherine M. Welsh is now beyond the jurisdiction of this Court and not accessible.

L. D. Gassaway,

Signature.

Sworn and subscribed before me on the day aforesaid.

Oden B. Duckett

Reg of Wills for Anne Arundel County

In the Orphans' Court of Anne Arundel County.

The Court after having carefully examined the above last Will and Testament of Nannie Blanche Nichols late of said County deceased, and also the evidence adduced as to its valieity, orders and decrees this 13" day of November, 1919, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Nannie Blanche Nichols, deceased.

Geo. W. Hyde ____

Lemon Beall, A.J.

Maynard Carr, A.J.

STATE OF MARYLAND ANNE ARUNDEL COUNTY

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Nannie Blanche Nichols late of said County deceased together with proof and probate thereof taken from Wills Liber O.B.D. 2, folio 210, one of the records filed, recorded and Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 29th day of October in the year of our Lord, nineteen hundred and forty-three.

(COURT SEAL) R. Glenn Prout

Register of Wills for Anne Arundel County

Filed Nov. 1st.,1943.

PLAINTIFF'S EXHIBIT NO. 6.

I, Blanche H. Caulk, of Annapolis, Anne Arundel County in the State of Maryland, being of sound and disposing mind memory and understanding do make publish and declare this to be my last Will and Testament hereby revoking all former Wills by me made.

Item: After my just debts and funeral expenses are paid I will devise and bequeath all of my property real, personal and mixed of what-so-ever kind and where-so-ever situated unto my sister Nannie Norman Caulk for and during her natural life.

Item: After the death of my sister Nannie Norman Caulk I will devise and bequeath my property as follows:-

(a) To my nephew Daniel Hunter Nichols I give devise and bequeath my undivided interest in the store property on Francis Street, also my stock in the Farmers' National Bank, and all furniture, silver and china-ware that belonged to my late sister who was the Mother of my nephew Daniel Hunter Nichols.

(b) To my niece Mary Elizabeth Caulk I give devise and bequeath my undivided interest ---------in the Fleet Street property known as the "Shop" and also all moneys deposited in the Savings Banks.

(c) The old furniture, china and silverware I will and direct be equally divided between my nephew Daniel Hunter Nichols and my niece Mary Elizabeth Caulk, share and share alike.

Item: All of the rest, residue and remainder of my property after the death of my sister Nannie Norman Caulk and not herein specifically devised I will, devise and bequeath unto my nephew Daniel Hunter Nichols absolutely.

Item: I will direct and appoint my nephew Daniel Hunter Nichols to be the Executor of this my last Will and Testament, and do request that he be not required to give bond for the administration thereof.

In Testimony whereof I have hereunto set my hand and affixed my seal this 8 day of March in the year of our LORD Nineteen hundred and twenty-six.

Blanche H. Caulk (SEAL)

Signed, sealed, published and declared by the above named Testator, as and for her last Will and Testament, and at her request, in her presence and in the presence of each other we hereunto subscribe our names as witnesses.

Annie J. Munroe (SEAL)

Mary M. Munroe (SEAL)

Anne Arundel County, Ss:

On the 4th day of May, 1934, came Daniel H. Nichols and made Oath in due form of law, that he does not know of any Will or Codicil of Blanche H. Caulk late of said County deceased other than the above instrument of writing and that he had the same in his safe deposit box under seal. "All interested parties notified". Blanche H. Caulk departed this life on the 27th day of April, 1934.

Sworn to before the subscriber,

TEST: Geo. T. Cromwell

Register of Wills for Anne Arundel County

Anne Arundel County, Ss:

On the 7th day of May, 1934, came Annie J. Munroe and Mary M. Munroe the two subscribing witnesses to the aforegoing last Will and Testament of Blanche H. Caulk late of said County deceased, and made oath in due form of law that they did see the Testatrix Blanche H. Caulk 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: 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 Blanche H. Caulk late of said County deceased, and also the evidence adduced as to its validity, orders and decrees this 8th day of May, 1934, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Blanche H. Caulk, deceased.

J.H.H. #57

Maynard Carr
Judges: Owain E. Owens
William B. Elliott

STATE OF MARYLAND ANNE ARUNDEL COUNTY

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Blanche H. Caulk late of said County deceased together with proof and probate thereof taken from Wills Liber G.T.C. 1 folio 432, one of the records filed, recorded and Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 28th day of October in the year of our Lord, nineteen hundred and forty-three.

(COURT SEAL) R. Glenn Prout
Register of Wills for Anne Arundel County.

Filed Nov. 1" 1943.

PLAINTIFF'S EXHIBIT NO. 7.

I, Nannie Norman Caulk of Annapolis, Anne Arundel County, in the State of Maryland, being of sound and disposing mind memory and understanding do make publish and declare this to be my last Will and Testament, hereby revoking all former Wills by me made.

Item: After my just debts and funeral expenses are paid I will, devise and bequeath all of my property, real, personal and mixed of what-so-ever kind and where-so-ever situated unto my sister, Blanche H. Caulk, for and during her natural life.

Item: After the death of my sister Blanche H. Caulk, I will devise and bequeath my property as follows:

(a) To my nephew Daniel Hunter Nichols I give devise and bequeath my undivided interest in the store property on Francis Street, also my stock in the Farmers' National Bank and all furniture, silver and china-ware that belonged to my late sister who was the mother of my nephew Daniel Hunter Nichols.

(b) To my niece Mary Elizabeth Caulk I give - devise and bequeath my undivided interest in the Fleet Street property known as the "Shop", and also all moneys deposited in the Savings Bank and my watch and chain.

(c) To Sallie Caulk I give, devise and bequeath my Amethyst ring and one fifty dollar Liberty Bond.

(d) The old furniture, china and silver ware I will and direct be equally divided between my nephew Daniel Hunter Nichols and Mary Elizabeth Caulk share and share alike.

Item: All of the rest, residue and remainder of my property after the death of my sister Blanche H. Caulk and not herein specifically devised, I will, devise and bequeath unto my nephew Daniel Hunter Nichols, absolutely.

Item: I will direct and appoint my nephew, Daniel Hunter Nichols to be the Executor of this my last Will and Testament and do request that he be not required to give bond for the administration thereof.

In Testimony whereof I have hereunto set my hand and affixed my seal this 8 day of March in the year of our LORD Nineteen hundred and twenty-six.

Nannie N. Caulk (SEAL)

Signed, sealed, published and declared by the above named Testatrix as and for her last Will and Testament, and at her request, in her presence and in the presence of each other we hereunto subscribe our names as witnesses.

Eleanor Brice (SEAL)

Mary E. Davis (SEAL)

Anne Arundel County, Ss.

On the 12th day of April, 1939 came Daniel H. Nichols and Made Oath in due form of law, that he does not know of any Will or Codicil of Nannie Norman Caulk late of said County deceased, other that the above instrument of writing , and that he took the same from his safe deposit box in the Farmers National Bank, Testatrix died on or about the 28th day of March, 1939.

Sworn to before the subscriber,

Test: R. Glenn Prout

Register of Wills for Anne Arundel County

By Clemence C. Burwell, Clerk.

Anne Arundel County, Ss.

On the 15th day of April, 1939, came Eleanor Brice & on the 11th day of May 1939 came Mary E. Davis subscribing witnesses to the aforegoing last Will and Testament of Nannie Norman Caulk 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 h-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

By Clemence C. Burwell, Clerk.

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Nannie Norman Caulk late of said County deceased, and also the evidence adduced as to its validity, orders and decrees this 16th day of May, 1939, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Nannie Norman Caluk, deceased.

Maynard Carr

Judges: Owain E. Owens

William B. Elliott

STATE OF MARYLAND ANNE ARUNDEL COUNTY

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Nannie Norman Caulk late of said County deceased together with proof and probate thereof taken from Wills Liber W.M.H. 1 folio 428, which is one of the records filed, recorded and Kept in the office of Register of Wills for Anne Arundel County.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of said Court this 28th day of October in the year of our Lord, nineteen hundred and forty-three.

(COURT SEAL) R. Glenn Prout

Register of Wills for Anne Arundel County.

Filed Nov. 1" 1943.

PLAINTIFF'S EXHIBIT No. 8.

THIS AGREEMENT, Made this 23rd day of March nineteen hundred and forty-three, between Lois V. Murray and Daniel H. Nichols of the first part Carl S. Thomas, 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 sixth election district of Anne Arundel County, State of Maryland, and more particularly being the property known as number 215 Main Street in the city of Annapolis, together with all improvements thereon. Being the same property conveyed to Elizabeth I. Caulk by Edward Sparks et al by deed dated Feb. 5, 1859 and recorded among the Land Records of Anne Arundel County in Liber N.H.G. #8 folio 5.

Ex

At and for the price of Seven Thousand, five hundred and 00/100 Dollars, of which Two hundred and fifty and 00/100 Dollars, have been paid prior to the signing hereof and the balance to be paid as follows:

Seven thousand, two hundred and fifty and 00/100 dollars in cash within thirty days from the date of the signing of this contract. The Vendee shall be entitled to possession of said property immediately upon the signing of this agreement and the payment of the down payment of $250.00

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, and other public charges, to be adjusted to the date of settlement.

Cost of State and Federal stamp taxes to be divided equally between vendor and Vendee

Time is the essence of this contract.

Witness our hands and seals.

Test: Fred E. Voges -as to -Carl S. Thomas, Agent

Daniel H. Nichols (SEAL)

Lois V. Murray (SEAL)

By Daniel H. Nichols, (SEAL)
Agent.

Filed Nov. 1st., 1943.

Daniel H. Nichols
vs.
Lois V. Murray, et al.

No. 8568 Equity
In the Circuit Court for
Anne Arundel County.

ORDER OF PUBLICATION.

Ex

The object of this suit is to procure a Decree ratifying and confirming a Contract of Sale convering the property known as No. 215 Main Street, in the City of Annapolis, Maryland, and being more particularly described in a Deed from Edward Sparks, et al., to

Elizabeth J. Caulk, dated February 5, 1859, and recorded among the Land Records of Anne Arundel County in Liber N.H.G. No. 8, folio 5, and a Decree determining the interests of the parties to this suit in and to the proceeds of the sale of the said real estate. The Bill alleges that the Complainant is the owner of an undivided interest in said property known as No. 215 Main Street, Annapolis, Maryland; that Elizabeth J. Caulk died April 29, 1891, seized and possessed of the said property, leaving a Last Will and Testament in which she devised said property to her husband, Daniel Caulk, for life, and then to her three daughters, Frances A. Nichols, Blanche H. Caulk, and Nannie Norman Caulk, for life, with power to sell, and at their deaths, that the property be sold and the proceeds be divided among the heirs of her deceased children, per stirpes and not per capita; that the said Elizabeth J. Caulk had four children, the abovementioned three daughters and one son, George W. Caulk; that the abovementioned three daughters lived in the said property until their deaths and had not sold the same; that George W. Caulk pre-deceased his mother, leaving five children: Elizabeth Caulk, also known as Mary Elizabeth Caulk, also known as Bessie Caulk, now deceased; George W. Caulk, Jr., now deceased; Frank Caulk, now deceased; Sarah Caulk, also known as Sallie M. Caulk, now deceased; and Daniel Brown Caulk, now deceased, who left four children: Helen Caulk Kline, whose husband is David A. Kline; Daniel Edgar Caulk whose wife is Louise Wyant Caulk; Harriott Caulk Sullivan whose husband is Norman P. Sullivan; and Emma Caulk Fowler whose husband is William L. Fowler. That the said Frances A. Nichols died January 27, 1903, testate, leaving two children, Daniel H. Nichols and Nannie B. Nichols, the said Nannie B. Nichols having departed this life, testate, on October 24, 1919. That the said Blanche H. Caulk died, testate, April 27, 1934. That the said Nannie Norman Caulk died, testate, March 28, 1939. The Bill further alleges that on the 23rd day of March, 1943, the Complainant, Daniel H. Nichols, individually and as Agent for Lois V. Murray, one of the Devisees under the Last Will and Testament of Elizabeth Caulk, executed a Contract of Sale for the hereinabove mentioned property to Carl S. Thomas, Agent for The Maryland Hotel Corporation, for the sum of $7,500.00, receiving a down payment of $250.00; that the said property is not susceptible to partition in kind among the respective heirs and devisees and that it would be to the best interest and advantage of all parties in interest that the real estate be sold and the proceeds of sale divided among those entitled thereto; and that $7,500.00 is a fair market value for said property. The Bill prays that the hereinbefore referred to Contract be ratified and confirmed and that a Trustee be appointed to convey said property to the purchaser thereof; that the interest in and to the proceeds of sale of the real estate be determined by said Decree; and that the Complainant may have such other and further relief as his case may require; and that an Order of Publication be granted, giving notice to the Defendants, all of whom are non-residents of the State of Maryland, of the object and substance of the said Bill.

IT IS THEREUPON ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 1st., day of November, 1943, that the Plaintiff give notice to the Defendants, Lois V. Murray, Helen Caulk Kline and David A. Kline, her husband, Daniel Edgar Caulk and Louise Wyant Caulk, his wife, Harriott Caulk Sullivan and Norman P. Sullivan, her husband, Emma Caulk Fowler and William L. Fowler, her husband, the unknown heirs and devisees of George W. Caulk, Frances A. Nichols, Blanche H. Caulk, Nannie Norman Caulk, Mary Elizabeth Caulk,

Frank Caulk, George W. Caulk, Jr., Daniel Brown Caulk, and Sarah Caulk, by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County, State of Maryland, once a week for four successive weeks said Order containing the substance and object of this Bill of Complaint, before the 3rd., day of December, 1943, warning the absent Defendants hereinabove set forth to be and appear in this Court in person or by solicitor, on or before the 18th., day of December, 1943, to answer the premises and show cause, if any they may have, why the relief sought should not be granted as prayed.

John H. Hopkins, 3rd., Clerk.

Filed November 1st., 1943.

CERTIFICATE OF PUBLICATION Annapolis, Md., November 29" 1943.

We hereby certify, that the annexed Order of Publication Equity 8568 -Daniel H. Nickols vs. Caulk 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 3rd day of Dec. 1943. The first insertion being made the 2nd day of Nov. 1943.

The Capital-Gazette Press, Inc.

By I. Scott

Filed January 28" 1944.

ANSWER.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Harriott Caulk Sullivan, defendant, to the Bill of Complaint herein filed, by Noah A. Hillman, her Solicitor, respectfully shows:

1. That she admits the allegations of paragraphs number one and number two.

2. That she neither admits nor denies the allegations of paragraph number three of the Bill of Complaint and asks for proof of same.

3. That she admits the allegations of paragraph number four of the Bill of Complaint

4. That in so far as paragraph number five is concerned, she is not in possession of sufficient information to answer sub-paragraph number (1) except that she knows that Elizabeth Caulk died; that she admits sub-paragraphs numbers (2) and (3); that the allegations in sub-paragraph number (5) are admitted except in so far as the residence of this defendant is concerned. This defendant is a resident of the State of Maryland, residing at Towson, Maryland.

5. That the allegations of paragraph number six, seven, and eight are neither admitted nor denied.

6. That the allegations of paragraph number nine are neither admitted nor denied.

7. That the allegations of paragraph number ten are neither admitted nor denied.

8. That the allegations of paragraph number eleven are admitted.

9. That the allegations of paragraph number twelve are neither admitted nor denied.

Having answered the Bill of Complaint as fully as she can, this defendant prays to be dismissed with costs.

And as in duty bound, etc.

Noah A. Hillman

Solicitor for defendant
Harriet Caulk Sullivan.

Filed January 24" 1944.

Daniel H. Nichols
vs.
Lois V. Murray, et al.

No. 8568 Equity
In the Circuit Court for
Anne Arundel County.

PETITION for Decree Pro Confesso against non-resident Defendants as set forth and Order of Court thereon.

To the Honorable, the Judges of said Court:

The Petition of Daniel H. Nichols, by R. Tilghman Brice, III, his Solicitor, respectfully shows:

FIRST: That the said Defendants, Lois V. Murray, Helen Caulk Kline, Daniel Edgar Caulk, Louise Wyant Caulk, Norman P. Sullivan, Emma Caulk Fowler, William L. Fowler, and the unknown heirs and devisees of George W. Caulk, Frances A. Nichols, Blanche H. Caulk, nannie Norman Caulk, Mary Elizabeth Caulk, Frank Caulk, George W. Caulk, Jr, Daniel Brown Caulk, and Sarah Caulk, having been duly summoned by Order of Publication published in the Evening Capital, a newspaper printed and published in Annapolis, Anne Arundel County, State of Maryland.

SECOND: That the said Defendants, Lois V. Murray, Helen Caulk Kline, David A. Kline; Daniel Edgar Caulk, Louise Wyant Caulk, Norman P. Sullivan, Emma Caulk Fowler, William L. Fowler, and the unknown heirs and devisees of George W. Caulk, Frances A. Nichols, Blanche H. Caulk, Nannie Norman Caulk, Mary Elizabeth Caulk, Frank Caulk, George W. Caulk, Jr., Daniel Brown Caulk, and Sarah Caulk, have failed to appear either in person or by solicitor and answer the Bill of Complaint herein filed against them.

Therefore, your Petitioner prays this Honorable Court to pass a Decree Pro Confesso against the said non-resident Defendants, Lois V. Murray, Helen Caulk Kline, David A. Kline Daniel Edgar Caulk, Louise Wyant Caulk, Norman P. Sullivan, Emma Caulk Fowler, William L. Fowler, and the unknown heirs and devisees of George W. Caulk, Frances A. Nichols, Blanche H. Caulk, Nannie Norman Caulk, Mary Elizabeth Caulk, Frank Caulk, George W. Caulk, Jr., Daniel Brown Caulk, and Sarah Caulk.

AND as in duty bound, etc.,

R. Tilghman Brice, III, Solicitor for
Daniel H. Nichols, Petitioner

ORDER

It appearing from the proceedings in this Cause that the Order of Publication heretofore issued therein has been duly published in the Evening Capital, a newspaper printed and published in Annapolis, Anne Arundel County, State of Maryland, as prescribed by the Order of this Court, and the Defendants, Lois V. Murray, Helen Caulk Kline, David A. Kline, Daniel Edgar Caulk, Louise Wyant Caulk, Norman P. Sullivan, Emma Caulk Fowler, William L. Fowler, and the unknown heirs and devisees of George W. Caulk, Frances A. Nichols, Blanche H. Caulk, Nannie Norman Caulk, Mary Elizabeth Caulk, Frank Caulk, George W. Caulk, Jr., Daniel Brown Caulk and Sarah Caulk, having failed to appear either in person or by solicitor and answer the Bill of Complaint herein filed against them, IT IS THEREUPON this 31st day of January, 1944, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED, and DECREED THAT the said Bill of Complaint be and the same is hereby taken Pro Confesso against the said non-resident Defendants, Lois V. Murray, Helen Caulk Kline, David

A. Kline, Daniel Edgar Caulk, Louise Wyant Caulk, Norman P. Sullivan, Emma Caulk Fowler, William L. Fowler, and the unknown heirs and devisees of George W. Caulk, Frances A. Nichols, Blanche H. Caulk, Nannie Norman Caulk, Mary Elizabeth Caulk, Frank Caulk, George W. Caulk, Jr., Daniel Brown Caulk and Sarah Caulk, and IT IS FURTHER ORDERED that testimony be taken before one of the Standing Examiners of this Court in support of the allegations of this Bill.

Ridgely P. Melvin, Judge.

Filed Jany. 31, 1944

Daniel H. Nichols, Plaintiff
vs.
Lois V. Murray, et al., Defendants.

No. 8568 Equity
In the Circuit Court for
Anne Arundel County.

TESTIMONY AND EXHIBITS ON BEHALF OF THE PLAINTIFF.

February 12th and March 3rd., 1944.

PRESENT: Mr. R. T. Brice, III, Solicitor for Plaintiff.
Mr. Noah A. Hillman, Solicitor for Harriett Caulk Sullivan.
Mr. John S. Strahorn, Examiner.
Juliet D. Strahorn, Court Stenographer.

--------Agreement of Counsel to waive signatures.

WITNESSES:- Harriett Caulk Sullivan, ---------- 2 to 3
Daniel H. Nichols, ---------- 4 to 8------8 to 9
Carl S. Thomas, ---------- 9 to 10
Fred E. Voges, ----------11 to 12

Harriett Caulk Sullivan, being first duly sworn, deposes and says:-

(Brice)

1. State your name and residence?

A. Harriett Caulk Sullivan, 9 York Road, Towson, Md.

2. You are Harriett Caulk Sullivan, one of the Defendants in this case No. 8568 Equity of Daniel H. Nichols vs. Louis V. Murray and others, in the Circuit Court for Anne Arundel County?

A. Yes.

3. Can you tell us who Elizabeth J. Caulk was?

A. She was my Great Grandmother.

4. Do you know when Elizabeth J. Caulk died?

A. April 29th, 1891, I remember my father talking about all this.

5. Do you know whether she died seized and possessed of the property known as 215 Main st., Annapolis?

A. Yes she did.

6. You know Elizabeth J. Caulk is now dead, do you know who her surviving heirs at law were?

A. Her three daughters, Frances A. Nichols, Blanche H. Caulk and Nannie N. Caulk.

7. Did Elizabeth J. Caulk's husband survive her?

A. No, he died before she did.

8. Was George W. Caulk a son of Elizabeth J. Caulk?

A. Yes, He is now dead.

9. Can you state whether or not he died prior to his mother's death?

A. Yes he did.

10. Did you know Frances A. Nichols?

A. No, I did not, except that I know she was a daughter of Elizabeth J. Caulk, she died before I was born.

11. Did you know Blanche Caulk?

A. Yes, she was a daughter of Elizabeth J. Caulk.

12. Is she living or dead?

A. She is dead.

13. Did you know Nannie N. Caulk?

A. Yes, she is a daughter of Elizabeth J. Caulk and she is dead.

14. Did George W. Caulk leave any surviving children at the time of his death?

A. Yes.

15. Will you name them, please?

A. Elizabeth Caulk, also known as Mary Elizabeth Caulk, also known as Bessie Caulk, who died unmarried in the year 1939, she left a Last Will and Testament; George W. Caulk, Jr. who died intestate and unmarried many years ago; Frank Caulk who died intestate and unmarried many years ago; Sarah Caulk, also known as Sallie M. Caulk who died intestate and unmarried about the year 1933; Daniel Brown Caulk, who died intestate in the year 1940.

16. Did he leave any children surviving him?

A. Yes. They are Helen Caulk Kline whose husband is David A. Kline,
Daniel Edgar Caulk, whose wife is Louise Wyant Caulk;
Harriett Caulk Sullivan, myself, whose husband is Norman P. Sullivan;
Emma Caulk Fowler, whose husband is William L. Fowler;

17. Mrs. Frances A. Nichols, the daughter of Elizabeth J. Caulk is she living or dead?

A. She is dead.

18. Did she leave any surviving children?

A. She left two children, Daniel H. Nichols, a son, and Nannie B. Nichols, a daughter. Nannie B. Nichols, the daughter, is dead, she died October 24th, 1919.

19. Can you name all of the living heirs who would have an interest in this property on Main street of which Elizabeth J. Caulk died seized?

A. Four of us, Daniel H. Nichols, Helen Caulk Kline, Daniel Edgar Caulk Harriett Caulk Sullivan Emma Caulk Fowler Lois V. Murray.

20. Are all of these parties you have named of age?

A. Yes.

21. So far as you know they constitute all of the heirs of the late Elizabeth J. Caulk?

A. Yes.

To the general question under the rule the witness says: A. No.

Daniel H. Nichols, a witness of lawful age, the Plaintiff, being first duly sworn, deposes and says:-

(Brice).

1. State your name, address and occupation?

A. Daniel H. Nichols, Cashier Farmers National Bank, Annapolis, Md., I live in Annapolis, Md.

2. You are the Plaintiff in this suit?

A. Yes.

3. Are you a part owner of the property known as 215 Main st., Annapolis, Md. which was conveyed to Elizabeth J. Caulk by Edward Sparks and others by deed dated February 5th, 1859 and recorded among the Land Records of Anne Arundel County in Liber N.H.G. No. 8 folio 5 which is the subject matter of this suit?

A. Yes.

-----Deed offered in evidence and filed as Exam. Exh. A

4. Who was Elizabeth J. Caulk?

A. Elizabeth J. Caulk was my Grandmother.

5. Is she living or dead?

A. She is dead. She died about 1892.

6. Do you know whether she left a Will?

A. Yes she did.

----Will offered in evidence as Exam. Exh. B

7. Who was your mother?

A. Frances A. Nichols. She was the daughter of Elizabeth J. Caulk.

8. Is your mother living or dead?

A. She is dead. She left a Will.

----Certified copy of Will filed as Exam. Exh. C

9. Did you have a sister?

A. Yes, Nannie N. Nichols.

10. Is she living or dead?

A. She is dead, she left a Will.

------Will filed as Exam. Exh. D

11. Did you live in this property?

A. Yes, I was born there in 1879 and I lived there until March, 1939.

12. Do you know this family history as related here?

A. Yes, it was fully covered and related by the witness Harriett Caulk Sullivan.

13. Was her testimony with respect to the history and relationship of the Caulk family correct?

A. As far as I know.

14. Your testimony would be exactly the same as hers?

A. It would.

15. Who was Blanche H. Caulk?

A. She was my Aunt, she was the daughter of Elizabeth J. Caulk, who was my Grandmother.

16. Is Blanche H. Caulk living or dead?

A. She is dead, she died early in 1934.

17. Do you know whether or not she left a Last Will and Testament?

A. Yes, she did.

-----Offered in evidence and filed as Exam. Exh. E.

18. Who was Mary Elizabeth Caulk?

A. Mary Elizabeth Caulk was my first cousin, she was the daughter of George W. Caulk, who was a son of Elizabeth J. Caulk, my Grandmother.

19. Is she living or dead?

A. Mary Elizabeth Caulk died early in March, 1939.

20. Did she leave a last will and testament?

A. Yes she did.

-----Offered in evidence and filed as Exam. Exh. F

21. Who was Nannie Norman Caulk?

A. She was my Aunt and the daughter of Elizabeth J. Caulk, my Grandmother.

22. Is she living or dead?

A. She is dead, she died February, 1939.

23. Did she leave a Last Will and Testament?

A. Yes,

------Offered and filed as Exam. Exh. G

24. What happened to this property at the death of Mary Elizabeth Caulk?

A. It has been vacant ever since.

25. Since the death of your cousin you moved out and left the property vacant?

A. I moved out within ten days.

26. Did you try to sell the property?

A. I never made a serious effort, I tried several times, I never put it in the hands of a real estate man to sell.

27. Is this property susceptible of partition in kind among the owners thereof without material loss?

A. No.

28. What does the property consist of?

A. It consists of a brick dwelling house, in pretty good repair, very good repair.

29. Did you negotiate a sale with Carl S. Thomas, Agent for the sale of this property?

A. Yes.

30. If so, when?

A. March 23rd, 1943.

31. Is this the Contract that you signed?

A. Yes.

------Offered in evidence and filed as Exam. Exh. H

32. This is also signed by you as Agent for Lois V. Murray, is that correct?

A. Yes.

33. By what authority did you sign her name?

A. As a result of our agreement to the sale by telegram.

34. Is this the telegram?

A. I think it is. -----Offered and filed as Exam. Exh. I.

35. You agreed to sell this property for $7500, is that correct?

A. Yes.

36. The Contract recites $250 has been paid?

A. Yes.

37. Who holds that $250?

A. I do.

38. You will trun that over to any Trustee the Court may appoint?

A. Yes.

39. What was the fair market value of this property at the time it was sold?

A. I think it was $7500, I had contacted a number of people about it and the previous offer I had was $6,000.

40. Do you think it is to the best interest of all parties to this case that this property be sold and the proceeds divided?

A. Yes.

41. I understand that since the 23rd, of March, 1943 the purchaser has been in possession of the property?

A. Yes.

42. Under what arrangements, if any, have they been in possession of the property?

A. They were to pay $30 a month as long as they occupied it until the deed was given.

43. To your knowledge has any rent been received?

A. Not by me.

44. Since you left the property have you paid any bills due on the property?

A. Yes, I paid taxes and insurance.

45. Do you desire to be reimbursed for these items?

A. Yes I do.

46. What were those items?

A. State and County taxes, --1939 --------$103.09

1940 ---------130.85

1941 -------- 121.71 Filed as Exam. Exh. J

City Taxes, 1939, ---------- 83.66

1940 ----------89.50

1941 ---------- 88.00 Filed as Exam. Exh. K

47. Are these your receipted bills?

A. Yes, They were paid by me personally.

48. Did you pay any Insurance?

A. Yes, $124.53

49. What did that cover?

A. Fire Insurance on the property 215 Main st., to Joseph D. Lazenby.

50. Is that a statement from Mr. Lazenby?

A. Yes, he furnished it to me himself.

51. You have paid $124.53 for Insurance on this property since March, 1939?

A. That's correct.

52. Is there any other item of Insurance not included in that?

A. Yes, I have War damage Insurance with E. Churchill Murray, $8 for the two years, 1942-1943.

53. You will produce vouchers for those items of Insurance?

A. Yes.

Vouchers to be filed and marked as Exam. Exh. L.

54. Do you expect to be reimbursed for these items of taxes and insurance you have just mentioned?

A. Yes.

55. What was the reason for your paying these taxes?

A. I considered the first couple of years I got the bills I just paid them because they had to be paid, and the last years they threatened to sell the property if I did not pay them.

CROSS EXAMINATION.

(HILLMAN.)

1. The rent of $30 a month was to cover just what expenses of the property until settlement?

A. Not to cover any expenses on the property at all.

2. Then the $30 a month is to be paid into the common fund?

A. That's right.

3. Then I take it the heirs are to pay whatever taxes and other expenses connected with the property from the date of the Contract?

A. That's my understanding.

4. When are adjustments to be made on this property?

A. Under the Contract at the date of settlement?

5. Will $30 a month cover the expenses?

A. I don't know.

6. How did you set $30 a month as the amount?

A. Mr. Thomas' suggestion, we thought at that time the settlement would be made very quickly.

7. Will any deduction be made by the purchaser for repairs or expenses of that kind?

A. No agreement to that effect.

8. Regarding the reimbursement for taxes and insurance you claim only that portion which the Court will find you are entitled to out of the whole estate?

A. Yes.

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

A. No.

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

(Brice.)

1. State your name and residence, and occupation?

A. Carl S. Thomas, 221 Main st., Annapolis, Md., Real Estate and Insurance Broker.

2. You are the purchaser, as Agent, under the Contract mentioned in these proceedings for the property at 215 Main st., Annapolis, Md.?

A. That's correct.

3. Who is your principal?

A. The Maryland Hotel Corporation.

4. The Maryland Hotel Corporation is the purchaser?

A. That's correct.

5. How long have you been in the real estate business in Anne Arundel County?

A. About five years.

-----Qualifications admitted.

6. Are you familiar with the property 215 Main street?

A. Yes.

7. In March, 1943 what did that property consist of?

A. It consisted of a lot improved by a two story and attic brick and frame dwelling of seven rooms.

8. What was its state of repair?

A. Structurally it was sound, otherwise in poor repair, it needed a complete re-decoration, extensive repairs to the electrical system, had no central heating plant other than Latrobe stoves, the roof needed scraping and painting and several plumbing fixtures had to be re-placed.

9. Was this property vacant or occupied?

A. Vacant at the time.

10. How long had it been vacant, if you know?

A. I don't know other than from Mr. Nichols' testimony.

11. Could that property be partitioned in kind among the parties in interest in these proceedings?

A. No.

12. What, in your opinion, is a fair market value of that property?

A. At that time, $7500.

13. Is it to the best interest of the parties hereto that the property be sold and the proceeds divided amongst them?

A. Yes.

14. The Maryland Hotel Corporation went into immediate possession of the property on March 23rd, 1943?

A. Yes.

15. Mr. Nichols has testified that you went in possession on the basis of $30 a month rent is that correct?

A. Yes. The rent was agreed on when we found would be sometime for title to be transferred. That rent was to compensate for taxes and insurance which according to the terms of the Contract were to be adjusted to date of settlement.

16. Has it been paid?

A. It has not it was intended to be paid at time of settlement.

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

A. No.

Fred E. Voges, a witness of lawful age, being first duly sworn, deposes and says:- (Brice.)

1. State your name, residence and occupation?

A. Fred E. Voges, 47 Maryland ave., Annapolis, Md.; Real Estate Broker.

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

A. 12 years in Annapolis.

----Qualifications admitted by Counsel.

3. Are you familiar with the property 215 Main st., Annapolis, Md. the subject matter of this suit?

A. Yes.

4. What did it consist of in March, 1943?

A. In March, 1943 it consisted of a lot with a two story brick building with frame addition containing seven rooms.

5. What was its state of repair?

A. The structural condition I would say was good, there was no central heating plant. A Complete redecoration was needed and most of the bathroom fixtures and some of the pipes needed replacing; the electric system needed complete overhauling and repairing, and the roof, gutters and down spouts had to be repaired and some replacements made.

6. In your opinion what is a fair market value of that property in March, 1943?

A. At that time I think $7500 was a fair market value.

7. Could this property be partitioned in kind among the persons mentioned herein?

A. No it could not.

8. Is it to the best interest of all parties to this case that the property be sold and the proceeds divided?

A. Yes it is.

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

A. No.

There being no 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 18th day of March, 1944.

Jno. S. Strahorn (SEAL)
Examiner.

Filed March 18" 1944.

DANIEL H. NICHOLS
vs.
LOIS V. MURRAY, et al.

No. 8568 Equity
In the Circuit Court for
Anne Arundel County.

AFFIDAVIT OF MILITARY STATUS.

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 15th day of August, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared HARRIOTT CAULK SULLIVAN and made oath in due form of law that to the best of her knowledge and belief none of the following persons, Lois V. Murray, Helen Caulk Kline, David A. Kline, Daniel Edgar Caulk, Louise Wyant Caulk, Harriott Caulk Sullivan, Norman P. Sullivan, Emma Caulk Fowler, and __ are in the Military Service of the United States Government and have not been within the past three months.

AS witness my hand and Notarial seal.

(NOTARIAL SEAL)

Raymond G. Ehrman
Notary Public.

Filed Aug. 18" 1944

ANSWER OF WILLIAM L. FOWLER

To the Honorable, the Judges of said Court:

The Answer of William L. Fowler, defendant, to the Bill of Complaint herein filed, by Noah A. Hillman, his Solicitor, respectfully shows:

1. That he admits the allegations of paragraphs number one and two of the Bill of Complaint.
2. That he neither admits nor denies the allegations of paragraphs number three and four of said Bill.
3. That he neither admits nor denies the allegations of paragraph number five of the Bill, except that he admits intermarriage with Emma Caulk.
4. That he neither admits nor denies the allegations of paragraphs number six, seven, eight, nine and ten of the Bill.
5. That he admits the allegations of paragraph number eleven of said Bill.
6. That he neither admits nor denies the allegations of paragraph number twelve of the Bill.

Having answered the Bill of Complaint as fully as he can, this defendant prays to be hence dismissed, with costs.

And as in duty bound, etc.

Noah A. Hillman

Solicitor for William L. Fowler Defendant

Filed Aug. 18" 1944

DECREE. 27 July 19444

This Cause standing ready for hearing, and having been submitted on Bill, Answer and Testimony, all of the proceedings having been read and considered, it appearing to the Court that the parties, Plaintiff and Defendants, are all of the parties who have any interest in the property, the subject of this suit, and it further appearing to the Court that it is to the best interest of all of the parties hereto that the Contract mentioned in these proceedings be ratified and the property sold as prayed in the Bill of Complaint IT IS THEREUPON ADJUDGED, ORDERED AND DECREED this 27th day of July, 1944, by the Circuit Court for Anne Arundel County, sitting in Equity, that the property and land mentioned in these proceedings and described in the said Contract of Sale, to-wit: No. 215 Main Street Annapolis, Maryland, and being the same property described in a Deed from Edward Sparks, et al., to Elizabeth J. Caulk, dated February 5, 1859, and recorded among the Land Records of Anne Arundel County in Liber N.H.G. No. 8, folio 5, be sold accordingly; AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED that the aforesaid Contract of Sale dated the 23rd day of March, 1943, and filed herein as Plaintiff's Exhibit No. 8, Examiner's Exhibit "H" be and the same is hereby ratified, confirmed, and approved, and that R. Tilghman Brice, III, be and he is hereby appointed Trustee for the purpose of conveying the property aforesaid to the said purchaser, The Maryland Hotel Corporation, and the said R. Tilghman Brice, III, Trustee, upon payment of the whole purchase money mentioned in said Agreement, but not before, as Trustee as aforesaid, shall by a good and sufficient Deed to be executed and acknowledged by him as said Trustee, convey to the said The Maryland Hotel Corporation, its successors and assigns, the property and land mentioned in the said Agreement, free, clear and discharged from all claims of the parties hereto, both Plaintiff and Defendants, and those claiming by, through, from or under them or any of them, in accordance with the terms and conditions of said Contract of Sale, and after receiving the same the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting therefrom the Court costs of

these proceedings and all other proper costs and expenses incident to said sale, and such commissions or fees as may be allowed the said Trustee by this Court in consideration of the performance of his duties as such Trustee; the said R. Tilghman Brice, III, Trustee as aforesaid, is hereby required to file in this Court a bond, with surety, in the penalty of Eight Thousand ($8,000.00) Dollars, with a corporate surety to be approved by this Court or the Clerk thereof; AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED that the said R. Tilghman Brice, III, Trustee, give notice by publication in some newspaper published in Anne Arundel County for four successive weeks before the 15th day of September, 1944, to all persons having claims against George W. Caulk, Jr., Frank Caulk, Sarah Caulk, also known as Sallie M. Caulk, and Daniel Brown Caulk, deceased, warning them to exhibit their claims with the vouchers thereof, to the said Trustee on or before the 15th day of September, 1944, otherwise they may by law be excluded from all benefit of said estate.

James Clark, Judge.

Filed Aug. 18" 1944.

TRUSTEE'S BOND.

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, R. Tilghman Brice, III of Annapolis, Maryland, as principal, and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of EIGHT THOUSAND ($8,000.00) Dollars, to be paid to the said State, or its certain attorney; to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 18th day of August in the year of our Lord nineteen hundred and forty-four.

WHEREAS, the above bounden R. Tilghman Brice, III, by virtue of a decree of the Honorable the Judge of the Circuit Court has been appointed trustee to sell the real estate mentioned in the proceedings in the case of Daniel H.Nichols, vs: Lois V. Murray, et al., being No. 8568 Equity, in the Circuit Court for Anne Arundel County, now pending in said Court.

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

Signed, sealed and delivered — R. Tilghman Brice,III (SEAL)

IN the presence of — (CORPORATE SEAL) — MARYLAND CASUALTY COMPANY,

Beatrice A. Velenovsky — By Chas. F. Lee of

Attest: _____ — Chas. F. Lee & Co. Agts.

Filed Aug. 18" 1944.

AUDITOR'S REPORT AND ACCOUNT.

To the Honorable, the Judges of said Court:

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

After deducting all costs and expenses incident to the sale of the property mentioned in these proceedings, the Auditor has distributed the net proceeds of sale among the heirs

of the deceased children of Elizabeth J. Caulk, per stirpes and not per capita, in accordance with the terms of her Last Will and Testament, a copy of which is filed herein marked "Plaintiff's Exhibit No. 1".

Two of the life tenants, namely, Blanche H. Caulk and Nannie Norman Caulk, having died without issue, the net proceeds of sale have been distributed to the heirs of Frances A. Nichols and George W. Caulk, in the proportions of one-half to the heirs of said Frances A. Nichols and one-half to the heirs of said George W. Caulk.

Two of the heirs of George W. Caulk, namely, George W. Gaulk, Jr., and Frank Caulk, are stated in the bill of complaint to have died unmarried and intestate "many years ago". The Auditor has not allowed a collateral inheritance tax on these interests for the reason that there is not information in the proceedings as to the exact dates of death.

The Auditor has, however, allowed the following inheritance taxes:

(1) A collateral inheritance tax of 5% on the value of the one-twelfth interest in said property of which Sarah (or Sallie M.) Caulk died seized and possessed in 1933; (2) A collateral inheritance tax of 7½% on the one-fourth of the net proceeds of sale distributable to Lois V. Murray under the Last Will and Testament of Mary Elizabeth Caulk and (3) A direct inheritance tax of 1% on the one-fourth of the net proceeds of sale distributable to the heirs of Daniel Brown Caulk, who died intestate in the year 1940.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Daniel H. Nichols vs. Lois V. Murray, et al in ac. with R. Tilghman Brice, III, Trustee

To Trustee for Fee in lieu of commissions (Order of 11/29/44)		$ 500.00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	$ 10.00	
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	43.50	
Auditor - stating this account	22.50	86.00
To Trustee for Expenses, viz:		
Capital-Gazette Press - advertising sale	74.00	
Capital-Gazette Press - notice to creditors	6.75	
Capital-Gazette Press - Order Nisi	5.00	
C. F. Lee & Co. - premium on bond	50.00	
John S. Strahorn - examiner	8.00	
Juliet D. Strahorn, - stenographer	12.00	
Clerk of Court - certified copy of deed	1.00	
Register of Wills - certified copies wills	20.00	
J.D.Lazenby, Agent - fire insurance premium	36.39	
One-half Federal revenue stamps	4.13	
One-half State revenue stamps	3.75	
Beatrice A. Velenovsky - notary fee	.50	221.52

To Trustee for Taxes, viz:		
1942 State and County taxes	$ 112.55	$
1943 " " " "	104.02	
1944 " " " " (adjusted)	73.61	
1942 Annapolis City taxes	91.23	
1943 " " "	87.46	
1944 " " " (adjusted)	17.11	485.98
To Trustee for Claims Filed, viz:		
Daniel H. Nichols - amounts paid for taxes and insurance as follows:		
1939 State and County taxes	103.09	
1940 " " " "	130.85	
1941 " " " "	121.71	
1939 Annapolis City Taxes	83.66	
1940 " " "	89.50	
1941 " " "	88.00	
J. D. Lazenby, Agent - fire insurance premiums for 1939 to 1944	124.53	741.34

BALANCE FOR DISTRIBUTION under the Will of Elizabeth J. Caulk, who died April 29, 1891 - $5,960.16

DISTRIBUTED AS FOLLOWS:

To Daniel H. Nichols, son of Frances A. Nichols - one-eighth	745.02	
To Daniel H. Nichols, sole legatee of Nannie B. Nichols, daughter of Frances A. Nichols- one-eighth (tax paid)	745.02	
To Daniel H. Nichols, Nephew of Blanche H. Caulk who died April 27,1934, and Nannie Norman Caulk, who died March 28, 1939 one-fourth	1,490.04	2,980.08

The remaining one-half interest is subject to the payment of a 5% collateral inheritance tax on one-twelfth of the total proceeds for distribution (in the amount of $496.68), due by the surviving brother and sister of Sallie M. Caulk who died, seized and possessed of a one-twelfth interest in the property mentioned in these proceedings, in 1933, namely, $24.83, leaving a balance of $2,955.25 for distribution to the heirs of George W. Caulk, who predeceased his mother, Elizabeth J. Caulk.

DISTRIBUTED AS FOLLOWS:

To Lois V. Murray, surviving beneficiary under Will of Mary Elizabeth Caulk who died April 5, 1939 -one-fourth -$1,477.63 of total proceeds for distribution		
Less 7½% collateral inheritance tax	110.82	$1,366.81
To Heirs of Daniel Brown Caulk, deceased son of George W. Caulk -one-fourth of total proceeds for distribution -	$1,477.62	
Less 1% direct inheritance tax	14.78	
	$1,462.84	

DISTRIBUTED AS FOLLOWS:

To Helen Caulk Kline, daughter - one-sixteenth	$ 365.71	
To Daniel E. Caulk, son- one-sixteenth	365.71	
To Harriett C. Sullivan, daughter - "	365.71	
To Emma Caulk Fowler - daughter - "	365.71	1,462.84
To Trustee for Inheritance Taxes, viz:		
Register of Wills - collateral inheritance tax of 5% on one-twelfth of total proceeds for distribution ($496.68) due by surviving brother and sister of Sallie M. Caulk who died in 1933	24.83	
Register of Wills - 7½% collateral inheritance tax on $1,477.63, being the amount for distribution to Lois V. Murray as surviving beneficiary under the Will of Mary Elizabeth Caulk	110.82	
Register of Wills - 1% direct inheritance tax on on $1,477.63, being the amount for distribution to heirs of Daniel Brown Caulk, deceased	14.78	150.43
		$7,995.00

Cr. Mar. 23, 1943	Proceeds of Sale	$7,500.00
Sept.13, 1944	Rent for 16½ months at $30.00 per month, as agreed	495.00
		$7,995.00

ORDER NISI.

ORDERED, This 11th., 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 12th day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each

of three successive weeks before the 12th day of January next.

Filed Dec. 11" 1944. John H. Hopkins, 3rd., Clerk.

CERTIFICATE OF PUBLICATION Annapolis. Md., January 10, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8568 - Lois V. Murray 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 12 day of January, 1945. The first insertion being made the 12 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 Feby., 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 Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received

James Clark

Filed Feby.15th., 1945.

EXCEPTIONS TO AUDITOR'S REPORT AND ACCOUNT & ORDER.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Defendants, Helen Caulk Kline, Daniel E. Caulk, Harriett C. Sullivan and Emma Caulk Fowler, by Noah A. Hillman, their Solicitor, except to the ratification of the Auditor's Report and Account filed herein, and for reasons thereof show:

1. The Auditor erred in allowing the Defendant, Lois V. Murray any interest in the proceeds of sale and therefore the one-fourth interest, $1477.63, allowed by the Auditor (less inheritance tax) is properly due these exceptants because,

A. By the Will of Elizabeth J. Caulk, who died in 1891, she provided that the property sold herein could be sold, under certain named conditions, and the proceeds divided into four equal parts, one-fourth to go to the children "of my deceased son, George W. Caulk", these exceptants being his grandchildren.

B. Said Elizabeth J. Caulk provided by her Will that after the death of her husband and three daughters, if the property had not been sold by them, it was to be sold and the proceeds of sale divided "among the heirs of my deceased children per stirpes and not per capita".

C. That these exceptants are the only "heirs" of George W. Caulk, son of Elizabeth J. Caulk, said George W. Caulk being their paternal grandfather.

D. That inasmuch as the said Elizabeth J. Caulk provided not for distribution of any interest in land for her heirs but for distribution of the proceeds of sale and mentioned in her Will that said proceeds of sale should be divided among the heirs of her deceased children, then and in that event said Lois V. Murray could have no interest in said real estate under the Will of Mary Elizabeth Caulk, who died in 1939 and through whose Will the Auditor has allowed to Lois V. Murray an interest in said proceeds of sale.

2. And for other reasons to be shown at the hearing hereof.

3. The said Lois V. Murray being a non-resident of the State of Maryland and having been summoned by an Order of Publication published in a local newspaper, yet having actual

knowledge of these proceedings through notice by R. Tilghman Brice, Trustee, has not filed an Answer or otherwise appeared in the case. These exceptants therefore suggest to the Court that said Lois V. Murray be given such notice of the filing of these exceptions as to the Court may seem proper. And in addition that she be required, within a reasonable time, to appear, in person or by solicitor, to defend the same; otherwise these exceptions may be granted.

Noah A. Hillman
Solicitor for Exceptants

Filed Dec. 19" 1944

ORDERED, this 21st day of December, 1944, by the Circuit Court for Anne Arundel County, in Equity, that Lois V. Murray, Defendant, appear, in person or by solicitor, within 20 days from date of mailing a copy of the foregoing exceptions and of this Order, by R. Tilghman Brice, Trustee, by registered mail, to defend said exceptions or show cause why the exceptions should not be granted.

Ridgely P. Melvin, Judge.

Filed Dec. 21, 1944.

WAIVER & ASSIGNMENT BY LOIS MURRAY.

This Waiver and Assignment, executed the 3d day of February, 1945 at Los Angeles, California by Lois Murray, witnesseth:

Whereas, the said Lois Murray is named as legatee in the Will of Mary Elizabeth Caulk, who died in the year 1939, and

Whereas, question has been raised as to whether Lois Murray is entitled to share in the proceeds of sale in a certain Equity case styled "Daniel H. Nichols, Plaintiff vs. Lois V. Murray, et al, Defendants", being #8568 Equity in the Circuit Court for Anne Arundel County, Maryland, and

Whereas, said Lois Murray is desirous of settling the matter in an amicable manner and desires that Helen Caulk Kline, Daniel E. Caulk, Harriet C. Sullivan and Emma Caulk Fowler shall share as direct heirs of their paternal great-grandmother, Elizabeth J.Caulk.

Now, therefore witnesseth, that for and in consideration of the premises and the settlement aforesaid, the said Lois Murray does hereby waive all of her right, title or interest in and to the proceeds of sale in the aforesaid Equity case and does, further, hereby assign to the said Helen Caulk Kline, Daniel E. Caulk, Harriet C. Sullivan and Emma Caulk Fowler all of her right, title and interest, both legal and equitable, in and to the proceeds of sale in said cause which she may now claim, demand or be vested with, by virtue of the provisions of said Will of Mary Elizabeth Caulk.

And the said Lois Murray does hereby represent

(1) That she is above the age of twenty one years.

(2) That she has not heretofore assigned or otherwise encumbered her interest, if any, in the proceeds of sale aforesaid or in the property mentioned in said cause.

Witness the hand and seal of said Lois Murray, the day and year first above written.

Lois V. Murray (SEAL)

State of California, County of Los Angeles to wit:

I hereby certify, that on this 3d day of February, 1945 before me, a Notary Public

of the State of California, in and for the ____ aforesaid, personally appeared Lois Murray, who acknowledged the foregoing instrument to be her act.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Laura A. Wartman

My Commission Expires May 6, 1948 Notary Public

Filed Feby. 14" 1945.

PETITION to pray fund assigned by Lois V. Murray.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Helen Caulk Kline, Daniel E. Caulk, Harriett C. Sullivan and Emma Caulk Fowler, by Noah A. Hillman, their Solicitor, respectfully shows:

1. That heretofore, to wit, on December 11, 1944 the Auditor of this Court filed a Report and Account in which, among other items, there was allowed the sum of $1366.81 to Lois V. Murray, one of the Defendants in this case.

2. That your Petitioners filed Exceptions to the allowance above mentioned; that the Defendant, Lois V. Murray, was notified of this by R. Tilghman Brice III, Trustee, under an Order of this Court dated the 21st day of December, 1944, because said Defendant was not represented by counsel.

3. That your Petitioners, through their Solicitor, likewise notified said Defendant of the Exceptions and received a letter from said Lois Murray dated January 6, 1945 in which she said that she had no desire to contest the rights of these Petitioners. This letter is filed as part of this Petition.

4. That your Petitioners caused to have prepared a Waiver and Assignment by the said Lois V. Murray, to them, of the interest in the Estate allowed to said Lois V. Murray by the Auditor. This Waiver and Assignment was filed in this Court prior to the filing of this Petition on the 14th day of February, 1945.

5. That inasmuch as these Petitioners are now entitled to the aforesaid sum of $1366.81 by reason of said Waiver and Assignment, the Exceptions filed by them to the Auditor's Report need not be determined by this Court.

Wherefore, your Petitioners pray the Court to pass an order,

A. Authorizing and directing R. Tilghman Brice III, Trustee, to pay to your Petitioners the sum of $1366.81 assigned by Lois V. Murray.

B. To finally ratify and confirm said Auditor's report.

Noah A. Hillman

Solicitor for Helen Caulk Kline, Daniel E. Caulk, Harriett C. Sullivan and Emma Caulk Fowler

ORDERED, this 15th day of Feby. 1945 by the Circuit Court for Anne Arundel County, in Equity, upon the foregoing Petition and the Waiver and Assignment by Lois V. Murray, that R. Tilghman Brice III, Trustee, upon distributing the proceeds of sale in this case, pay unto Helen Caulk Kline, Daniel E. Caulk, Harriett C. Sullivan and Emma Caulk Fowler the sum of $1366.81 heretofore allowed to said Lois V. Murray by the Auditor of this Court; and that said exceptions be, and the same are hereby, dismissed.

James Clark, Judge.

Filed Feby. 15" 1945.

Letter filed with Petition.

715 W 30th St Los Angeles, Cal.
Jan. 6, 1945

Mr. Noah H Hillman Attorney
Annapolis, Maryland,

Dear Mr. Hillman: I have no desire to contest the rights of Helen Caulk Kline, Daniel E. Caulk, Harriet C. Sullivan and Emma Caulk Fowler in the division of the estate of their paternal greatgrandmother Elizabeth J. Caulk. As I told them in July anything that came to me thru the estate of their aunt Miss Bessie Caulk would be turned over immediately to them. If some arrangement could be made by which they could receive benefits as direct heirs I should be pleased. It might make some difference due to the assignment of taxes - I do not know.

Under no circumstances do I wish to be considered in the settlement of this estate and waive any right I might have under the law in their favor,

Very sincerely yours

Lois V. Murray.

Royal Thomas Johnson,	:	No. 8581 Equity
vs.	:	In the Circuit Court for
Lillian Johnson.	:	Anne Arundel County.

BILL FOR APPOINTMENT OF TRUSTEE OR RECEIVER, AND PARTITION. Order Dec. 9" 1943

To the Honorable the Judge of said Court:

The Bill of Complaint of Royal Thomas Johnson, by Robert W. Beach, his Solicitor, against Lillian Johnson, the defendant, to Your Honor respectfully shows:

1st. That the complainant and the defendant herein are seised and possessed, as tenants in common, in fee simple, of a lot of ground and improvements situated in the Third District of Anne Arundel County, State of Maryland, designated as Lot No. 87 on plat of Bar Harbor recorded in G. W. 3 folio 319 as set forth in a certified copy of the deed conveying the same to them filed herewith and marked "Complainant's Exhibit A", and which is prayed to be taken as part hereof.

2nd. That the complainant was by a Decree of the Circuit Court of Baltimore City divorced a vinculo matrimonii from the said defendant, said Decree being dated May 7th, 1943, in the matter of Royal Thomas Johnson vs. Lillian Johnson, (Docket 83B, folio 351), as will appear from a certified copy of said Decree, filed herewith and marked "Complainant's Exhibit B", and prayed to be taken as part hereof.

3rd. That the said property had been held by the said parties as tenants by the entireties; but, as a result of the said Decree of Divorce a vinculo matrimonii, the said property is now held by them as tenants in common.

4th. That the said real estate is not susceptible of division without material damage or loss of money to the parties entitled thereto; and, in order to make a division of said interests, it will be necessary that said real estate be sold and the proceeds therefrom be divided between the parties according to their several interests to be hereafter determined by this Court.

5th. That the said defendant had previously been residing in said property, but has moved therefrom, and has been collecting the rents accruing from the rental of a part thereof and has applied the money so collected to her own uses and purposes. That it is necessary that someone be appointed to care for the same. That there is a mortgage upon said property, executed by the parties hereto when they were the owners thereof as tenants by entireties, to the Capital Building and Loan Association, (of Baltimore City), under which there is now due the sum of Fourteen hundred and sixteen dollars and ninety-eight cents, (or thereabouts), ($1,416.98); and that no weekly payments have been made thereon since September 25th, 1943, in consequence whereof there is now due and in arrears the sum of Forty-four dollars, ($44.); and further, that it was the duty and legal obligation of the said defendant to pay the same, but that she has failed to do so, in consequence whereof the said Building Association has the legal right to foreclose said mortgage and subject the parties hereto to considerable loss.

To the end therefore:-

A. That a Trustee or Receiver may be appointed by this Honorable Court to take possession of said property;

B. That an order may be passed by this Honorable Court directing a sale of the said property at public or private sale, under the directions of this Court.

C. That the proceeds of said sale, after the payment of said mortgage debt upon said property, and all costs of this proceeding as allowed by this Court, may be divided between the parties hereto, according to their respective rights and interests.

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

And as in duty bound, etc.,

Robert W. Beach
Solicitor for complainant.

Royal Thomas Johnson
Complainant.

May it please the Court to pass an order appointing a Trustee or Receiver to take possession of said property and to care for the same; that a sub poena be issued directed to the said Lillian Johnson, the defendant, residing in the 1400 block of South Carey Street, the third door from Nanticoke Street, care of Mrs. George W. Fritz, Baltimore, Maryland, commanding her to be and appear in this Court, in person or by solicitor, on or before the __ day of December, 1943, and show cause, if any she may have, why the said property should not be sold and the proceeds distributed as above prayed in the foregoing Bill of Complaint, provided a copy of this order be served upon the said defendant, Lillian Johnson, on or before the __ day of December, 1943;

Robert W. Beach
Solicitor for Complainant.

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 7th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Royal Thomas Johnson, the above named complainant, and made oath in due form of law that the statements made in the foregoing Bill of Complaint are true as therein set forth.

Witness my hand and Notarial seal.

(NOTARIAL SEAL)

Robert W. Beach
Notary Public.

ORDER OF COURT.

Upon the aforegoing Bill of Complaint, affidavit, and exhibits, the same having been read and considered by the Court, it is hereby ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 9th day of December, 1943, that the Defendant show cause on or before December 18th, 1943, why the Prayer of the aforegoing Bill of Complaint be not granted. PROVIDED a copy of this Order be served upon the said Defendant on or before December 13th, 1943.

Ridgely P. Melvin, C.J.

Copy of Bill of Complaint and order of Court served on Lillian Johnson on the 13th day of December, 1943, in presence of Louis Medwick
Joseph C. Hogan, Sheriff

Filed Dec. 9th 1943.

COMPLAINANTS' EXHIBIT A.

This Deed made this 15th day of December in the year one thousand nine hundred and thirty, by and between Andrew Hammer and E. Gertrude Hammer, his wife, of the City of Baltimore, in the State of Maryland, of the first part, and Royal F. Johnson and Lillian Johnson, his wife, of the same city and State of the second part.

Witnesseth that in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Andrew Hammer and E. Gertrude Hammer, his wife do grant and convey unto the said Royal F. Johnson and Lillian Johnson his wife, as tenants by the entireties, their heirs and assigns in fee simple, all those two lots of ground, situate, lying and being in Anne Arundel County and described as follows, that is to say:

Being known and designated as lots numbered Eighty-six (86) and Eighty-seven (87) on the Plat of Bar Harbor Anne Arundel County, Maryland and recorded in Plat Book G.W. No. 3, Folio 219.

Being the same lot of ground which was granted and conveyed by William E. Johnson, et al, to the said Grantors by deed dated of even date herewith and intended to be recorded immediately prior hereto.

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

To Have and To Hold the said lots of ground and premises above described and mentioned and hereby intended to be conveyed together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Royal F. Johnson and Lillian Johnson, his wife as tenants by the entireties, their 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 what-so-ever, to encumber the property hereby conveyed, and that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

Witness the hands and seals of said Grantors.

Test: Andrew Hammer (SEAL)

Gustavus A. Korb E. Gertrude Hammer (SEAL)

STATE OF MARYLAND, City of Baltimore, to wit:

I hereby Certify that on this 15th day of December in the year one thousand nine

hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Andrew Hammer and E. Gertrude Hammer, his wife the above named grantors, and they each acknowledged the foregoing Deed to be their respective act.

As Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Gustavus A. Korb

Notary Public

Recorded 18 Dec. 1930 at 9 A.M.

State of Maryland, Anne Arundel County, Sct.;

I hereby Certify that the foregoing Deed was truly taken and copied from Liber F.S.R. 81 Folio 449, one of the Land Record Books of Anne Arundel County.

In Testimony Whereof I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 10th day of December, 1943, A.D.

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

Filed Dec. 9th., 1943.

Decree of Divorce COMPLAINANTS' EXHIBIT B" In the Circuit Court of Baltimore City.

March Term, 1943

This cause standing ready for hearing and being duly submitted, the proceedings were by the Court read and considered.

It is Thereupon, This 7th day of May, A.D. 1943, by the Circuit Court of Baltimore City, Adjudged, Ordered and Decreed, that the said Royal Thomas Johnson the above named Complainant, be and he is hereby DIVORCED A VINCULO MATRIMONII from the Defendant, Lillian L. Johnson

And it is further ordered that in accordance with the agreement between the parties, filed in this case the said defendant shall have the guardianship and custody of Ramon Thomas Johnson, the minor child of the parties in the proceedings mentioned, and that the said complainant shall pay to the said defendant the sum of Four Dollars ($4.00) per week, accounting from the date of this decree, for the support and maintenance of said child, subject to the further order of this Court in the premises.

And it is Further Ordered, That the said Royal Thomas Johnson pay the cost of this proceeding.

Edwin T. Dickerson

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the decree taken from the record of proceedings in said cause.

In Testimony Whereof, I hereunto set my hand and affix the seal of the said Court, this 8th day of December 1943

(COURT SEAL) Henry J. Ripperger

Clerk Circuit Court of Baltimore City.

Filed Dec. 9th., 1943.

Royal Thomas Johnson
vs.
Lillian Johnson.

No. 8581 Equity
In the Circuit Court for
Anne Arundel County.

DECREE.

No cause to the contrary having been shown by the defendant herein in accordance

with the Order passed by this Court on December 9th, 1943, it is hereby ordered and decreed by the Circuit Court for Anne Arundel County, In Equity, that Robert W. Beach be, and he is, hereby appointed Receiver for the property referred to in these proceedings, known and designated as Lot No. 87 on the Plat of Bar Harbor in the Third District of Anne Arundel County, Maryland, recorded on Plat Records G.W. No. 3, folio 219, (Cab. 2, D-6, 219), conveyed to the parties hereto by deed dated December 15th, 1930, from Andrew Hammer and wife, recorded among the Land Records of said County in Liber F.S.R. No. 81, folio 449, etc.; that he collect all accrued and accruing rents therefrom; that he have the same appraised by two competent appraisers; that he then offer and advertise the same for sale; that he sell the same at public or private sale; and if at private sale for not less than the appraised value thereof; that said sale be reported to this Court and be subject to the ratification thereof by this Court; that the proceeds be distributed between the said parties after payment of all costs, fees, and other expenses, in accordance with the further orders of this Court; and that, before entering upon his duties, the said Receiver shall file with the Clerk of this Court a bond in the amount of Four thousand dollars, ($4,000.), for the faithful performance of his duties, with such surety or sureties as may be approved by the Clerk of this Court.

Dated:- December 23, 1943.

Ridgely P. Melvin, C.J.

Filed Dec. 23" 1943.

BOND.

KNOW ALL MEN BY THESE PRESENTS.

THAT WE Robert W. Beach, 229 E. North Avenue, Baltimore, Maryland as principal, and National Surety Corporation a corporation of the State of New York as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four thousand ($4,000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 28th day of December in the year of our Lord one thousand nine hundred and forty-three.

WHEREAS, by an order of the CIRCUIT COURT for Anne Arundel County, bearing date on the 23rd day of December nineteen hundred and forty-three and passed in a cause in the said Court, wherein Royal Thomas Johnson Plaintiff, and Lillian Johnson Defendant, the above bound Robert W. Beach has been appointed Receiver to take charge of and manage and collect accrued and accruing rents on a piece of property at Bar Harbor, Anne Arundel County, Maryland, have the same appraised, to advertise and sell the same at public or private sale and if at private sale at not less than the appraised value subject to the approval of the Court

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

Signed, sealed and delivered Robert W. Beach (SEAL)
in the presence of (CORPORATE SEAL) NATIONAL SURETY CORPORATION (SEAL)
Virginia B. Beach By Wm. M. Murphy Attorney-in-fact.(SEAL)
Witness as to surety
Rose M. Bausch

STATE OF MARYLAND, Baltimore City, Set:

KNOW ALL MEN BY THESE PRESENTS: That the NATIONAL SURETY CORPORATION a corporation of the State of New York does hereby constitute and appoint Wm. M. Murphy its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court for Anne Arundel County, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said NATIONAL SURETY CORPORATION duly affixed by its Vice-President and attested by its Assistant Secretary, this 1st day of December, 1943.

Attest: (CORPORATE SEAL) NATIONAL SURETY CORPORATION
Rankin Martin By: Sherman G. Drake
Assistant Secretary. Vice President

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney. December 3rd, 1943.

Rankin Martin
(CORPORATE SEAL) Assistant Secretary.
Filed Dec. 30th., 1943.

Appraisers' Report

CERTIFICATE OF APPRAISAL by
CHARLES F. LEE
J. BROOKS MELLOR

Lot 87 Bar Harbor, 3rd. District Anne Arundel Co.,Md.

WE HEREBY CERTIFY, that we have examined carefully the property on the North Shore of Heintzman's Cove, an estuary of Rock Creek, known as Lot #87 of the subdivision of BAR HARBOR, which lot is improved with a semi-bungalow with cellar and a garage.

TITLE to the property is vested in ROYAL F. JOHNSON and LILLIAN JOHNSON, his wife as tenants by the entireties, they having purchased it from ANDREW HAMMER and GERTRUDE HAMMER, his wife on or about December 15, 1930, for reference see Liber F.S.R. 81 Folio 449.

THE GROUND consists of a lot 50 feet wide by approximately 250 feet deep, located near the head of a cove or "Gut" making in from Rock Creek, sometimes called Johnson's Cove, but more generally known as Heintzman's Cove. Gut
From a waterfront standpoint the lot would be termed "POOR".

THE DWELLING is a semi-bungalow having on the first floor a Living Room, Dining room, kitchenette, and bath and in addition two rooms and kitchenette, which have been partitioned off to form a separate apartment. The second floor contains 3 small bed-rooms of partial head clearance.

The dwelling, though adequately heated by a hot water heating system, is of rather poor construction having been erected on 24 inch centers and constructed largely of second hand material. The cellar is also of poor construction, the walls being of second

hand brick and thin concrete, evidences of leakage being abundant. The outside walls of the house are covered with cheap octagonal tar paper shingles and the roof is of tar paper construction.

THE SURROUNDINGS are very mediocre, all the near by and adjoining houses being of the "SHACK" variety, and none of them are as good as this house.

THEREFORE, after taking into considerations all of the conditions surrounding this property, we are of the opinion that the TRUE MARKET VALUE of this property is THREE THOUSAND, FIVE HUNDRED DOLLARS ($3500.00)

FURTHER, we wish to certify, that we both have been in active business as Real Estate Brokers and Operators in this vicinity for over twenty years, have both appraised properties throughout this county and have bought and sold properties of like characteristics.

FURTHER, we both declare that we have no personal interest whatever in the property appraised, either as near relative or business associate of the reputed owners and that this appraisal represents our impartial, disinterested and unbiased opinions and that same has been made in conformity with the practices of the National Board of Realtors.

Signed Charles F. Lee

Signed J. Brooks Mellor

Appraisers.

Filed January 13" 1944.

RECEIVER'S REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of sale of Robert W. Beach, Receiver, appointed to make sale of Lot No. 87, and the improvements thereon, situated at Bar Harbor, Third District of Anne Arundel County, Maryland, as described on the Plat of Bar Harbor, recorded in G.W. No. 3, folio 219, Anne Arundel County Plat Records, and in these proceedings mentioned, respectfully shows:

That, after giving bond in the amount of $4,000. with security for the faithful discharge of his duties as prescribed by the Decree passed in this cause on December 23rd, 1943, which was duly approved; the said Receiver had the said property appraised by two realtors of Anne Arundel County; who, after an inspection of the said property, appraised the same at the sum of Thirty-five hundred dollars, ($3,500.), and have filed their report in these proceedings;

That the said Receiver advertised the said property as "For Sale" in the Maryland Gazette of Annapolis and the Baltimore Sun of Baltimore, (Waterfront property for Sale), with the result that he obtained more than twenty inquiries regarding the same; and that having received an offer of Forty-five hundred dollars, ($4,500.), for said property from I. William Schimmel, Esq., Attorney for Louise Enright, subject to the usual commissions of five per cent of the purchase price; and feeling that the said offer was the best obtainable therefor, he executed a contract for the sale thereof to the said Louise Enright, subject to the approval and ratification of this Court, and has received the sum of Three hundred dollars on account of the purchase price as aforesaid.

And as in duty bound etc.,

Robert W. Beach, Receiver.

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 14th day of January, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Robert W. Beach, and made oath in due form of law that the statements made 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) J. LeGrand Johnson

Notary Public.

ORDER NISI.

Ordered, this 15th day of January, 1944, That the private sale of the real estate, known as Lot 87 on plat of Bar Harbor, belonging to these parties made and reported by Robert W. Beach, Receiver, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th., 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 16th., day of February next.

The report states that the amount of sales to be $4500.00

John H. Hopkins, 3rd., Clerk.

Filed January 15" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., Feb. 8, 1944

We hereby certify, that the annexed Order Nisi - Eq. 8581 - Johnson vs. Johnson was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of Feb. 1944. The first insertion being made the 20th day of Jan. 1944.

THE CAPITAL-GAZETTE PRESS, INC.

Filed Feby. 14" 1944

By I. S.____

ORDERED BY THE COURT, This 17th day of February, 1944 that the sale made and reported by the Receiver aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Receiver allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, C.J.

Filed Feb. 17" 1944

Royal Thomas Johnson No. 8581 Equity

vs. In the Circuit Court for

Lillian Johnson 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. Royal Thomas Johnson Vs. Lillian Johnson in ac. with Robert W. Beach, Receiver.

To Receiver for Commissions	$ 165.00	$
To Receiver for Court costs, viz:		
Plaintiff's Solicitor's Appearances fee	10.00	
Jos. C. Deegan - Sheriff's costs	1.70	
Clerk of Court - costs	18.75	
Auditor - stating this account	13.50	43.95
To Receiver for Expenses, viz:		
The A. S. Abell Co. - advertising sale	15.84	
Capital-Gazette Press - advertising sale	4.00	
Capital-Gazette Press - Order Nisi (Sale)	5.00	
Capital-Gazette Press - " " (this acct.)	5.00	
National Surety Co. - bond premium	20.00	
Clerk of Court - certified copy	1.25	
I. Wm. Schimmel - broker's commission	225.00	
One-half Federal and state revenue stamps	4.72	
John S. Strahorn - legal services (Order 2/28/44)	200.00	
J. Brooks Mellor - appraiser's fee	25.00	
Charles F. Lee - appraiser's fee	25.00	530.81
To Receiver for Taxes, viz:		
1944 State & County taxes, adjusted		7.88
To Receiver for Maintenance Expense, viz:		
Mrs. Nancy Stallings - payment (Order 2/14/44)	50.00	
Gas & Electric Co. - electricity - 1/29/44	29.63	
H. L. Oldenwurtel - repairs to heating plant	33.40	
Arundel Fuel Oil Co. - Fuel oil	31.50	
Fire Insurance premiums - adjusted	7.67	152.20
To Capital Building & Loan Ass'n of Baltimort, mortgagee, in full for balance due	1,409.98	
Interest for Dec., 1943, Jan. & Feb. 1944	21.71	1,431.69
Balance for distribution - $2183.47, distributed as follows:		
To Royal Thomas Johnson - one-half	1,091.73	
To Lillian Johnson - one-half	1,091.74	2,183.47
		$4,515.00

Cr. Jan. 15 1944	Proceeds of private sale	$4,500.00
	Refund from purchaser for oil purchased 2/14/55	15.00
		$4,515.00

ORDER NISI.

ORDERED, This 13th., day of March, 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 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 14th., day of April next.

John H. Hopkins, 3rd., Clerk.

Filed March 13" 1944.

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 10" 1944

We hereby certify, that the annexed Order Nisi - Royal Thomas Johnson - was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 14th day of April, 1944. The first insertion being made the 16th day of March, 1944.

The Capital-Gazette Press, Inc.
By Lucille Watkins.

Filed April 15" 1944.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of April, 1944, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Receiver 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 15" 1944.

Stanley N. Simmons and Martha Simmons,	:	No. 8583 Equity.
his wife, Anna Brundage and Clarence	:	In the Circuit Court
Brundage, her husband, and S. Aubrey	:	for
Simmons, single,	:	Anne Arundel County.
vs.		
Lily Crandall Simmons, widow.	:	

BILL OF COMPLAINT.

To the Honorable, the Judge of said Court:

Your Orators humbly complaining say:

1. That on or about thirty years ago Thomas Franklin Simmons died intestate seized and possessed of a tract of land lying, being and situate in the Seventh Election District of Anne Arundel County which is more particularly described in a deed from J.Harris Franklin to Thomas Franklin Simmons dated the 19th day of October, 1878, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 13, folio 488, a certified copy of said deed being filed herewith as Plaintiff Exhibit No. 1 and is prayed to be taken as part and parcel of this bill of complaint as fully as though the same were incorporated herein at length.

2. That the said Thomas Franklin Simmons left surviving him as his only heirs at law a wife Ida Simmons who died in the year 1929, intestate, letters of administration having been taken out on her estate and her estate fully settled, and three sons, to wit: Stanley N. Simmons who intermarried one Martha Simmons, S. Aubrey Simmons, single, Thomas Simmons, single, who died intestate during the year 1902 as an infant, no letters of administration having been granted on his estate and he left no personal property, J. Nevitt Simmons who intermarried Lily Simmons and who died May 3rd, 1943, letters of administra-

tion having been taken out on his estate and his said estate has been closed, and one daughter, Anna Simmons who intermarried one Clarence Brundage, so that the interest in the aforesaid real estate is now vested as follows: In Stanley N. Simmons a 7/24ths interest, in S. Aubrey Simmons, a 7/24ths interest, in Anna Brundage a 7/24ths interest, and in Lilly Simmons, widow, a 3/24ths interest.

3. That J. Nevitt Simmons, during his lifetime, was seized and possessed of a one-third interest in 120 acres of land as a tenant in common with his brothers, Stanley N. Simmons and S. Aubrey Simmons, said real estate being situate in the Seventh Election District of Anne Arundel County and being the same property which was conveyed to J.Nevitt Simmons, Stanley N. Simmons and S. Aubrey Simmons by Richard F. Simmons and Margaret Simmons, his wife, by deed dated December 30th, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 103, folio 171, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit No. 2 and is prayed to be taken as part and parcel of this bill of complaint as fully as though the same were incorporated herein at length.

4. That dying so seized and possessed intestate the said J. Nevitt Simmons left surviving him a widow, Lily Simmons, who is entitled to one-half of his one-third or one-sixth or three-eighteenths, the remaining one-sixth or three-eighteenths interest of the said J. Nevitt Simmons beind divided between his sister Anna Brundage who would get one-eighteenth and his two brothers Stanley N. Simmons and S. Aubrey Simmons each of whom would inherit one-eighteenth plus the six- eighteenths they now own would make seven-eighteenths each so that the interest in the said 120 acre tract is as follows: in Lily Simmons, widow, three-eighteenths, in Stanley N. Simmons, brother, seven-eighteenths, in S. Aubrey Simmons, brother, seven-eighteenths, in Anna Brundage, sister, one-eighteenth.

5. That none of the aforesaid property is susceptible of division and cannot be divided in kind without material loss and injury among the parties entitled thereto.

To the end, therefore:

1. That the said real estate in these proceedings mentioned may be sold and the proceeds arising therefrom divided among the parties thereto according to their respective interest.

2. That in the decree of this Honorable Court for the sale thereof that a notice to creditors of Thomas Franklin Simmons, Ida Simmons and Thomas Simmons may be given in accordance with the Code of Public General Laws, Flack's Edition, 1939, Article 93, Section 117, unless the Court shall be satisfied in construing said section that all of the decedents mentioned in these proceedings have been dead for more than twelve years that no notice is now necessary.

3. And for such other and further relief as the case may require.

May it please your Honor to grant unto your Orators the writ of subpoena directed unto the said Lily Simmons, adult, residing at Sudley, commanding her to be and appear in this Honorable Court on some day certain to be named therein to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

George B. Woelfel
Solicitor for Orators.

Filed Dec. 13" 1943.

PLAINTIFF'S EXHIBIT # 1.

THIS DEED, made this nineteenth day of October eighteen hundred and seventy-eight by J. Harris Franklin of Anne Arundel County in the State of Maryland,

"Witnesseth" that for the consideration of the sum of six hundred and fifty dollars the receipt of which is hereby acknowledged the said J. Harris Franklin doth grant unto Thomas F. Simmons of said State & County his heirs and assigns, "All that tract and parcel of land situated near the Swamp in the Eighth Election District of Anne Arundel County now occupied by William Henry Simmons as a tenant for life and which is mentioned and more particularly described in a Deed bearing even date herewith executed by John W. Simmons & wife to the said J. Harris Franklin. To Have and To Hold the above granted and described premises with the appurtenances unto the said Thomas F. Simmons his heirs and assigns, to and for his and their own proper use and benefit forever.

Witness my hand & seal on the day & year first hereinbefore written.

Test: J. Franklin Deale J. Harris Franklin (SEAL)

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

I hereby certify that on this nineteenth day of October eighteen hundred & seventy-eight before the subscriber, a Justice of the Peace of the State of Maryland, in and for the said County, personally appeared J. Harris Franklin the within named Grantor and acknowledged the foregoing Deed to be his act.

J. Franklin Deale J.P.

Recorded 21st January 1879

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that the aforegoing Deed was truly taken and copied from Liber S.H. No. 13, folio 488, 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 18th day of November, A.D. 1943.

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

Filed Dec. 13th., 1943.

PLAINTIFF EXHIBIT NO. 2.

(REV. STAMP $6.00)

This Deed made this thirtieth day of December, 1924, by and between Richard F. Simmons and Margaret Simmons, his wife, of Anne Arundel County State of Maryland, of the first part, hereinafter called "Grantors" and J. Nevitt Simmons, S. Aubrey Simmons and Stanley N. Simmons, also of said County and State of the second part, hereinafter called "Grantees".

Witnesseth, that for and in consideration of the sum of Ten Dollars ($10.00) 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, their heirs and assigns, in fee simple, all that tract or parcel of land and premises situated in the Seventh Election District of Anne Arundel County, Maryland, at or near Churchton in the Great Swamp, and containing one hundred and twenty (120) acres of land, more or less, upon which the said Grantors have resided for many years and which adjoins the land of Thomas F.Simmons, Robert H. Simmons, the estate of William H. Bennett, and the Bishop John's estate, and being all and the same land which by the Last Will and Testament of Richard Simmons, dated

April 12, 1861, and recorded among the Testamentary Records of Anne Arundel County, in Liber G.E.G. No. 1 folio 472, was devised to William H. Simmons for life with the remainder to Richard Simmons, the son of said William H. Simmons, and which land and premises the said Richard F. Simmons acquired in fee as the only heir at law of the said Richard Simmons, who departed this life intestate, on or about the year 1870, the said William H. Simmons, life tenant, having pre-deceased the said Richard Simmons, residuary legatee.

Together with the buildings and improvements thereon, and all of the rights, and appurtenances thereto belonging or in anywise appertaining.

To Have and To Hold the above described property unto the said J. Nevitt Simmons, S. Aubrey Simmons and Stanley N. Simmons, their heirs and assigns, in fee simple.

And the said Grantors do hereby covenant that they will warrant specially the title to the property hereby conveyed, and that they will execute such other or further assurances of the same as may be requisite.

Witness the hands and seals of the said Grantors.

Witness: Richard F. Simmons (SEAL)

Laura R. Jickling Margaret Simmons (SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this thirtieth day of December 1924, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Richard F. Simmons and Margaret Simmons, his wife, and duly acknowledged the aforegoing deed to be their act.

Witness my hand and Seal Notarial.

(Notary Seal) Laura R. Jickling

Notary Public

Recorded December 30th, 1924 at 3-30 P.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. 103 folio 171, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 28th day of September, A.D. 1943.

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

Filed Dec. 13" 1943.

Answer of Lily Crandall Simmons to Bill of Complaint.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Lily Crandall Simmons, by George E. Rullman, her Attorney, to the Bill of Complaint filed against her, respectfully states:

First: That she admits the allegations contained in the first paragraph of the Bill of Complaint.

Second. She admits the allegations contained in the second paragraph of the Bill of Complaint, except that she has no knowledge of the respective interests in the property as stated in said paragraph.

Third. She admits the allegations contained in the third paragraph of the Bill of Complaint.

Fourth. Answering the fourth paragraph, she admits that she is the widow of J. Nevitt Simmons, and neither admits nor denies the other allegations in said paragraph and calls for strict proof of the same.

Fifth. She admits the allegations contained in the fifth paragraph of the Bill of Complaint, and consents to the passage of a decree as prayed.

And this Defendant having answered said Bill of Complaint insofar as she is advised so to do, prays to be dismissed with her reasonable costs.

And, as in duty bound, etc.

George E. Rullman — Lily Crandall Simmons

Solicitor for Defendant

Filed Jany. 6" 1944.

Stanley N. Simmons, and wife, et al. — No. 8583 Equity

vs. — In the Circuit Court for

Lily Crandall Simmons, widow. — Anne Arundel County.

Testimony on behalf of the Plaintiffs, and 2 exhibits.

January 7th, 1944.

PRESENT:- Mr. George B. Woelfel, Solicitor for Plaintiffs.

Mr. George E. Rullman, Solicitor for Defendant.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

----Agreement of Counsel to waive signatures.

WITNESSES:-

S. Aubrey Simmons, ------- 2 to 5

Fred Schoen, ---------- 6

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

(Woelfel)

1. State your name and address?

A. S. Aubrey Simmons, Sudley, Anne Arundel County, Maryland.

2. You are one of the Plaintiffs in this suit against Lily Crandall Simmons?

A. Yes.

3. Who was Thomas Franklin Simmons?

A. My father.

4. Is Thomas Franklin Simmons living or dead?

A. He is dead.

5. When and where did he die?

A. At the Home Place in Anne Arundel County about thirty years ago.

6. Did Thomas Franklin Simmons, your father, leave a will?

A. No sir.

7. Were Letters of Administration taken out on his estate?

A. Yes, John N. Simmons was Administrator of his estate.

8. Did your father Thomas Franklin Simmons own any land in Anne Arundel County at the time of his death?

A. Yes, what is called The Home Place, being the land which he acquired from J. Harris Franklin.

9. Was that the property which was conveyed by deed from J. Harris Franklin to Thomas Franklin Simmons dated the 19th day of October, 1878 and recorded among the Land Records of Anne Arundel County in Liber S.H. 13 folio 488?

A. Yes, as far as I know.

----- Deed now offered and filed as Exam. Exh. A.

10. How many acres of land contained in The Home Place?

A. 109 acres is called for.

11. Is the land improved by a dwelling and other out buildings?

A. Yes.

12. What improvements are on the premises?

A. We have an old home there which is a frame house containing nine rooms, barns and stables and other out buildings, the house has modern improvements, electricity etc. in the house.

13. Who did Thomas Franklin Simmons leave surviving him as his heirs at law upon his death?

A. My mother, his widow, Ida Simmons; John Nevitt Simmons who intermarried with Lily Crandall Simmons; Anna Brundage who married Clarence Brundage, S. Aubrey Simmons, single; Stanley N. Simmons who married Martha Simmons.

14. Are they all of the heirs at law of Thomas Franklin Simmons at the time os his death?

A. Yes.

15. Was the property owned by Thomas Franklin Simmons ever sold by any of these heirs?

A. No sir.

16. Are all of the heirs living now?

A. No sir, my mother, Ida Simmons, died in the year 1929.

17. Are they all of full age?

A. Yes sir.

18. Did your mother leave a last will and testament?

A. No sir.

19. Were Letters of Administration taken out on her estate?

A. I think so.

20. Her estate was fully settled?

A. Yes.

21. How many heirs were living at the time of the death of your mother?

A. There were only us as named, John, Anna, Aubrey and Stanley.

22. All of full age?

A. Yes.

23. Were there any other brothers or sisters of yours?

A. Not living at the time of my father's death. I had a brother, Thomas, who died during infancy about the year 1902 prior to my father's and mother's death.

24. Is John Nevitt Simmons now living?

A. No.

25. When and where did he die?

A. He died May 3rd, 1943 at Sudley, Anne Arundel County, Md.

26. Have Letters of Administration been taken out on his estate?

A. Yes.

27. His estate is fully closed?

A. The personal property is.

28. Did John Nevitt Simmons have any children?

A. No sir.

29. Who were his heirs at law?

A. He left a widow, Lily Crandall Simmons, the defendant, and my sister, Anna Brundage, my brother Stanley and myself, Aubrey.

30. Did your mother leave any other property?

A. No sir.

31. Did your father die seized and possessed of any other property?

A. No.

32. Did John Nevitt Simmons have an interest in any other property at the time of his death?

A. Yes, he had a one-third interest in the adjoining place of 120 acres to The Home Place. The other 2/3 interest is invested in Stanley M. Simmons and myself as tenants in common.

33. Is that the same property which was conveyed to J. Nevitt Simmons, S. Aubrey Simmons and Stanley M. Simmons by Richard F. Simmons and Margaret Simmons, his wife, by deed dated the 30th day of December, 1924, recorded among the Land Records of Anne Arundel County in Liber W.N.W. 103 folio 171?

A. Yes.

----Deed offered in evidence and filed as Exam. Exh. B

34. Is that property improved?

A. Yes.

35. What are the improvements on that property?

A. Has an old frame dwelling on it, very, very old, contains five rooms, no improvements in it of any kind. Another house that was built, far as I know, when Nevitt was married, that is a bungalow containing four rooms and bath.

That house has not been painted or opened from the time she left it, I don't know that you can even get in it, the porches are practically gone it is not in good condition at all. There are three barns on this particular place , an old corn house we don't use is about to fall down.

36. Can either of these two places be divided in kind without material loss or injury to the parties entitled thereto?

A. I don't see how they could be divided very well, no sir. The way they are laid off I don't see how they could be to make a farm of either place.

The Home Place has never been divided, just been a home place for all, you could not divide the house and cut it up in parts.

37. What do you think is the fair market value of the Home Place?

A. Between four and five thousand dollars, -$4500 I would say.

38. What do you think is the value of the 120 acre tract on the other side?

A. I should say $4,000.

39. What in your opinion is the best thing to do with this property if, as you say, it is not susceptible of partition?

A. Sell it and divide the proceeds of sale among those entitled thereto.

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

A. No.

NO CROSS EXAMINATION.

Signature waived by agreement of counsel.

Fredk Schoen, a witness of lawful age, being first duly sworn, deposes and says:-

(Woelfel)

1. State your name and residence?

A. Fred Schoen, Maryland Hotel, Annapolis, Md.

2. What is your occupation?

A. Dealer in Real Estate.

3. How long have you been dealing in real estate in Anne Arundel County?

A. Thirty years.

4. Are you familiar with prices of real estate in Anne Arundel County?

A. More or less, yes.

5. Do you know the property left by Thomas Franklin Simmons containing 109 acres of land known as The Home Place?

A. I have known the property for a good many years.

6. When did you last see that property?

A. This morning, January 7th, 1944.

7. What, in your opinion, is a fair market value of this 109 acres of land known as The Home Place?

A. At present market value I would say between $4500 and $5000.

8. Are you familiar with the tract of land across the road containing 120 acres owned by the late John Nevitt Simmons and others?

A. Yes.

9. When did you last see that property?

A. Also saw that this morning.

10. What, in your opinion, is a fair market value of that property?

A. Around $4,000.

11. Do you think either one of these tracts could be divided in kind without material loss or injury among the heirs entitled thereto?

A. Having heard the testimony as to the heirs I would say it could not be without loss and injury to those entitled.

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

A. No.

NO CROSS EXAMINATION.

Signature waived by agreement of counsel.

There being no other witnesses to be examined at this time, and no further testimony desired by the Plaintiffs, and the Defendant not desiring to take any testimony, this testimony is now closed, and, at request of Plaintiff's Attorney and Defendant's Attorney, same is returned to the Court.

Witness my hand and seal this 8th day of January, 1944.

Jno. S. Strahorn (SEAL)
Examiner.

Filed January 8" 1944.

Stanley N. Simmons, et al
vs.
Lily Crandall Simmons, widow

No. 8583 Equity
In the Circuit Court for
Anne Arundel County.

Petition for appointment of special court stenographer and order of Court thereon.

To the Honorable, the Judge of said Court:

The petition of Aubrey Simmons respectfully shows:

1. That your Petitioner designated today as the final day for the taking of the Plaintiffs' testimony in the above entitled cause.

2. That summon was issued to Shadyside and the Defendant was summoned and has appeared but your Petitioner's attention has now been called to the fact that the Grand Jury has convened in special session and the stenographer is being used by the said body of jurors.

3. That all parties to the cause are anxious to complete the case today.

Wherefore, your Petitioner prays:

1. That Mary M. Hoff may be designated as special court stenographer to take down and transcribe the testimony to be given before the Examiner this 14th day of February, 1944.

And as in duty bound, etc.

George B. Woelfel
Solicitor for Petitioner.

Filed Feb. 14" 1944.

ORDER OF COURT

Upon the aforegoing petition, it is this 14th day of February, 1944, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that Mary M. Hoff be, and she is hereby appointed special stenographer of this court for the sole purpose nevertheless of taking down and transcribing the testimony given in this cause today and it is further ordered that before the said Mary M. Hoff shall proceed to act as such special stenographer she shall take the oath before the Clerk of the Circuit Court that she will well and truly take down and transcribe the testimony given in this cause without fear, favor or prejudice.

Ridgely P. Melvin, Judge.

I hereby certify that upon this 14" day of February, 1944, before me, the subscriber, the Clerk of the Circuit Court, personally appeared Mary M. Hoff who made oath in due form of law that she will well and truly take down and transcribe the testimony given in this cause without fear, favor or prejudice to the best of her ability.

Witness the hand and seal of the Circuit Court placed hereon the day and year aforesaid.

(CORPORATE SEAL) John H. Hopkins, 3rd.
Clerk of Circuit Court for Anne Arundel County.

Filed Feby. 14" 1944.

Supplemental testimony on behalf of the Plaintiffs February 14th., 1944.

PRESENT:

Mr. George B. Woelfel, Solicitor for Plaintiffs.

Mr. George E. Rullman, Solicitor for Defendant.

Mr. John S. Strahorn, Examiner.

Mary M. Hoff, Special Court Stenographer appointed by order of Court dated Feb.14,1944.

WITNESS: Lily Crandall Simmons, ------ -- 1

Lily Crandall Simmons, a witness of lawful age, being first duly sworn, deposes and says:

(Woelfel)

1. Your name is Lily Crandall Simmons, is that correct?

A. Yes that is correct.

2. When, where and to whom were you married?

A. March 6th, 1925, to John Nevitt Simmons at the Paraonage on College Avenue by Dr. Burgan.

3. When did you and your husband separate?

A. In 1929.

4. After you and your husband separated did your father die?

A. Yes in 1933.

5. And to whom did you convey the home place?

A. My youngest sister Mary Louise.

6. And your husband signed in the deed at that time?

A. Yes.

7. What arrangements did you and your husband have about the execution of that deed?

A. I know what you are relating to, nothing in the world.

8. Did you ever promise your husband that you would execute a deed to his home place in consideration of the fact that he executed a deed for your home place?

A. I asked Nevitt if he wanted me to sign but he said no when I die I want you to come in for your share of everything I own.

9. Have you ever executed a deed to your husband conveying your interest in the home place at any time?

A. Never.

CROSS EXAMINATION.

(Rullman)

1. Mrs. Simmons in your testimony you said you had separated, were you divorced?

A. Never.

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

A. No.

Signature waived by agreement of counsel.

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

Witness my hand and seal this 17th day of February, 1944.

Jno. S. Strahorn (SEAL)
Examiner.

Filed February 17" 1944

Submission for a decree.

We, the undersigned solicitors for the Plaintiffs and Defendant, do hereby submit

the proceedings in this cause to the Court upon the testimony of the Plaintiffs alone.

George B. Woelfel
Solicitor for Plaintiffs.
George E. Rullman
Solicitor for Defendant.

Filed Feby. 17" 1944.

DECREE.

This cause standing ready for hearing and being submitted the proceedings were read and considered by the Court and it appearing to the Court that Thomas F. Simmons died intestate and that the real estate mentioned in these proceedings cannot be divided in kind without material loss or injury

It is thereupon this 17" that of February, 1944, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that all of the real estate in these proceedings mentioned be sold and that George B. Woelfel and George E. Rullman be, and they are hereby appointed trustees to make said sale and that their course and manner shall be as follows: They shall first file with the clerk of this Court a bond to the State of Maryland, executed by themselves and a surety or sureties, to be approved by the Court in the penal sum of Ten Thousand Dollars, with a corporate surety, 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 passed in the premises; they shall then proceed to make said sale, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers published in Anne Arundel County as they shall think proper, stating the time, place, manner and terms of sale, which terms shall be a deposit of $500.00 on each farm to be paid in cash as a deposit upon the day of sale, the balance to be paid upon the final ratification of said sale with interest thereon at the rate of 6% per annum on the unpaid purchase price or all cash at the option of the purchaser and as soon as may be convenient after making 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 same and on the payment of the whole purchase money and not before, the said trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold free, clear and discharged from any and all claims of the parties hereto, plaintiffs and defendant, and of those claiming by, from or under them, or any of them; and the said trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

James Clark, Judge.

Filed Feby. 17" 1944.

BOND.

Know ye all men by these Presents, that we, George E. Rullman and George B. Woelfel of Annapolis, Maryland, as principals, and the Eagle Indemnity Company, a body corporate,

duly licensed to do business in the State of Maryland, as surety, are held and firmly bound unto the State of Maryland or its certain attorney, in the full and just sum of Ten Thousand ($10,000) Dollars to which payment well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, jointly and severally and firmly by these presents sealed with our seals and dated this 7th day of March, 1944.

Whereas by decree of the Circuit Court for Anne Arundel County dated February 17th, 1944, and passed in a cause therein depending wherein Stanley N. Simmons, et al, were plaintiffs, and Lily Crandall Simmons, widow, was the defendant, the same being No. 8583 Equity, the said George E. Rullman and George B. Woelfel were duly appointed trustees to make sale of the real estate in the said proceedings mentioned.

Now, therefore, the Condition of the above obligation is such, that if the said George E. Rullman and George B. Woelfel shall well and truly perform the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises, then the above obligation shall be void otherwise to remain in full force and effect by virtue of law.

Signed and seals this 7th day of March, 1944.

Witness: George E. Rullman (SEAL)

Mary M. Hoff George B. Woelfel (SEAL)

(CORPORATE SEAL) EAGLE INDEMNITY COMPANY

By Benjamin Michaelson

Atty. in fact.

Filed March 7" 1944

Stanley N. Simmons, et al No. 8583 Equity

vs. In the Circuit Court for

Lily Crandall Simmons, etc. Anne Arundel County.

Report of Sale and consent of all parties in int. to immediate ratification and Order of Court thereon.

To the Honorable, the Judge of said Court:

The report of George E. Rullman and George B. Woelfel, Trustees appointed by a decree of this Honorable Court passed in the above entitled cause dated February 17th, 1944, to make sale of certain real estate therein mentioned, respectfully shows:

That after having given bond with security for the faithful performance of their trust and after having complied with all other prerequisites as required by law and in said decree prescribed and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper, printed and published in Anne Arundel County aforesaid for at least three successive weeks before the day of sale and after having distributed handbills, they did, pursuant to said notice attend at the Court House door in the City of Annapolis, Maryland, on Tuesday, March 14th, 1944, at 10 o'clock A.M., and then and there proceeded to sell the said property in the manner as follows, that is to say:

Your Trustees offered at public sale to the highest bidder the property mentioned in the said decree situate, lying and being in the Seventh Election District of Anne Arundel County, the first tract containing 109 acres, more or less, being the same property which

was conveyed to Thomas F. Simmons by deed from J. Harris Franklin dated October 19th, 1878, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 13, folio 488. And your said Trustees sold the above described property to S. Aubrey Simmons, Stanley N. Simmons and Anna S. Brundage, as tenants in common, share and share alike, for the sum of Fifteen Thousand ($15,000) Dollars, they being at that figure the highest bidders therefor. The terms of sale being a deposit of Five Hundred ($500) Dollars with the balance to be paid in cash upon the final ratification of the sale.

Your Trustees then offered the secondly described property containing 123½ acres, more or less, and being the same property which was conveyed to J. Nevitt Simmons, et al, by Richard F. Simmons and wife by deed dated December 30th, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 103, folio 171. And your said Trustees sold the secondly described property to Stanley N. Simmons and S. Aubrey Simmons as tenants in common, share and share alike, at and for the sum of Ten Thousand ($10,000) Dollars, they being at that figure the highest bidders therefor.
The terms of sale being a deposit of Five Hundred ($500) Dollars with the balance to be paid in cash upon the final ratification of the sale.

Respectfully submitted,

George B. Woelfel

George E. Rullman, Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 23rd day of March, 1944, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George E. Rullman and George B. Woelfel, Trustees named in the above report of sale, each of whom 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 seal Notarial.

(NOTARIAL SEAL)

Mary M. Hoff

Notary Public.

Filed March 23" 1944.

Advertisement of Sale George Scible, Auctioneer

PUBLIC SALE OF VALUABLE FARM LAND This property is located at Sudley and contains 232½ acres and is divided by the County Road into two farms, one containing 123½ acres and the other 109 acres, the 109-acre tract it improved by a frame dwelling containing nine rooms and bath with electricity and is heated by portable stoves. This place is also improved by two tobacco barns, a stable and other outbuildings, and the farm containing 123½ acres is improved by a very old frame dwelling containing five rooms and a bungalow containing four rooms and bath, with no electricity, together with three tobacco barns and an old corn crib.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated the 17th day of February, 1944, and passed in a cause therein pending wherein Stanley N. Simmons et al, were plaintiffs, and Lily Crandall Simmons was defendant, the undersigned trustees will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, to the highest bidder on Tuesday, March 14th, 1944 at 10 o'clock A.M.

All that lot or parcel of ground lying, being and situate in the Seventh Election District of Anne Arundel County, which is more particularly described as follows:

First, the first mentioned tract contains 109 acres, more or less, and is the same property which was conveyed to Thomas F. Simmons by deed from J. Harris Franklin dated October 19th, 1878, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 13, folio 488.

Second, the second containing 123½ acres, more or less, and being the same property that was conveyed to J. Nevitt Simmons et al, by Richard F. Simmons and wife by deed dated December 30th, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 103, folio 171.

Improvements: The improvements on each tract of land have been enumerated and heretofore described.

TERMS OF SALE: These two farms will be offered individually and a deposit of $500 will be required of the purchaser on the day of sale for each farm; balance to be paid upon final ratification of the sale and to bear interest at the rate of 6% or all cash at the option of the purchaser.

Taxes and other liens to be adjusted to the day of sale.

For further information apply the to the undersigned.

George B. Woelfel,
George E. Rullman, Trustees.

Filed March 23" 1944

March 14th, 1944

This is to certify that I have this day purchased from George E. Rullman and George B. Woelfel, Trustees, the property herein firstly described at and for the sum of Fifteen thousand ($15,000) Dollars and I do hereby agree to comply with the terms of said sale. Witness my hand and seal placed hereon the day and year first above written.

Witness:
George B. Woelfel

Stanley N. Simmons (SEAL)
Purchaser
S. Aubrey Simmons (SEAL)
Anna S. Brundage (SEAL)
By Stanley N. Simmons, Agent.

March 14th, 1944.

This is to certify that I have this day sold unto S. Aubrey Simmons Stanley N. Simmons Anna S. Brundage the property herein firstly described at and for the sum of Fifteen Thousand ($15,000) Dollars, he being at that figure the highest bidder therefor.

Witness my hand and seal placed hereon the day and year first above written.

Witness: George B. Woelfel

Geo. W. Scible (SEAL)
Auctioneer

March 14th., 1944.

This is to certify that I have this day purchased from George E. Rullman and George B. Woelfel, Trustees, the property herein secondly described at and for the sum of Ten thousand ($10,000) Dollars and I do hereby agree to comply with the terms of said sale.

Witness my hand and seal placed hereon the day and year first above written.

Witness: George B. Woelfel

Stanley N. Simmons (SEAL)
S. Aubrey Simmons (SEAL)

March 14th., 1944.

This is to certify that I have this day sold unto S. Aubrey Simmons and Stanley N. Simmons the property herein secondly described at and for the sum of Ten thousand ($10000) Dollars, they being at that figure the highest bidder therefor.

Witness my hand and seal placed hereon the day and year first above written.

Witness: George B. Woelfel

Geo. W. Scible (SEAL)
Auctioneer.

Filed March 23" 1944.

We, the undersigned solicitors-for all parties in interest to this proceedings, do hereby consent to the immediate ratification of the sale.

George B. Woelfel
Solicitor for Plaintiffs
George E. Rullman
Solicitor for Defendant.

ORDER OF COURT

Upon the aforegoing consent of the solicitors representing all parties in interest to this proceedings

It is this 24th day of March, 1944, by the Circuit Court for Anne Arundel County, in equity, ADJUDGED, ORDERED and DECREED that the sale made and reported by George E. Rullman and George B. Woelfel, Trustees in this cause as aforesaid, be and the same is hereby finally ratified and confirmed; and the said Trustees are hereby allowed the usual commission and such proper expense as they shall produce vouchers for to the auditor.

Ridgely P. Melvin, Judge.

Filed March 24" 1944.

AUDITOR'S REPORT AND ACCOUNT.

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Stanley N. Simmons and Wife, et al vs. Lilly Crandall Simmons, Widow in ac. with George B. Woelfel and George E. Rullman, Trustees.

To Trustees for Commissions on First Sale	$ 480.00	$
To Trustees for Commissions on Second Sale	330.00	810.00
To Trustees for Court Costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Defendant's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Jos. H. Griscom - Sheriff's costs	1.50	
Auditor - stating this account	27.00	67.25
To Trustees for Expenses, viz:		
Capital-Gazette Press - advertising sale	19.00	

Capital-Gazette Press - handbills		$ 5.50	$
Eagle Indemnity Co. - bond premium		40.00	
John S. Strahorn - Examiner		16.00	
Frederick Schoen - appraiser's fee		10.00	
George B. Woelfel - legal services (3/24/44)		200.00	
Juliet D. Strahorn - stenographer		4.50	
Mary M. Hoff - stenographer		4.00	
Clerk of Court - cost of certified copies		2.00	
Mary M. Hoff - notary fee		.50	301.50
To Trustees for Expenses (first sale):			
George W. Scible - auctioneer's fee		30.00	
One-half Federal and State revenue stamps		15.75	45.75
To Trustees for Expenses (second sale):			
George W. Scible - auctioneer's fee		25.00	
One-half Federal and State revenue stamps		10.50	35.50
To Trustees for Taxes:			
1944 State & County taxes on tract #1 - 109 acres ($113.06-adj)		23.56	
1944 State & County taxes on tract #2 - 123 acres ($119.26-adj.)		24.85	48.41
Proceeds of Sale (Tract #1) -	$15,000.00		
LESS:			
Commissions on sale	$480.00		
3/5 general expense	221.25		
Special expenses	45.75		
1944 taxes - adjusted	23.56 770.56		
Balance for distribution	$14,229.44		
Distributed as follows:			
To Stanley N. Simmons - one-fourth		3,557.36	
To S. Aubrey Simmons - one-fourth		3,557.36	
To Anna Brundage - one-fourth		3,557.36	
To Lilly C. Crandall, Widow of J.			
Nevitt Simmons - one-eighth	1,778.68		
Less direct inheritance tax	17.78	1,760.90	
To Stanley N. Simmons, brother of J.			
Nevitt Simmons - one-twenty-fourth	592.89		
Less 7½% collateral inheritance tax	44.46	548.43	
To S. Aubrey Simmons, brother of J.			
Nevitt Simmons - one-twenty-fourth	592.89		
Less 7½% collateral inheritance tax	44.47	548.42	
To Anna Brundage, sister of J.Nevitt			
Simmons - one-twenty-fourth	592.90		
Less 7½% collateral inheritance tax	44.47	548.43	

To Register of Wills - direct inheritance tax			$ 17.78	
To Register of Wills - collateral inheritance tax			133.40	$14,229.44
Proceeds of Sale (Tract #2)-		$10,000.00		
LESS:				
Commissions on sale	$330.00			
2/5 general expense	147.50			
Special expenses	35.50			
1944 taxes-adjusted	24.85	537.85		
Balance for distribution		$9,462.15		
Distributed as follows:				
To S. Aubrey Simmons - one -third			3,154.05	
To Stanley N. Simmons - one-third			3,154.05	
To Lilly C. Simmons, Widow of J. Nevitt Simmons - one-sixth		$1,577.02		
Less direct inheritance tax		15.77	1,561.25	
To S. Aubrey Simmons, brother of J. Nevitt Simmons - one-eighteenth		$ 525.67		
Less 7½% collateral inheritance tax		39.42	486.25	
To Stanley N. Simmons, brother of J. Nevitt Simmons - one-eighteenth		525.68		
Less 7½% collateral inheritance tax		39.43	486.25	
To Anna Brundage, sister of J. Nevitt Simmons - one-eighteenth		525.68		
Less 7½% collateral inheritance tax		39.43	486.25	
To Register of Wills - 1% direct inheritance tax		15.77		
To Register of Wills -collateral inheritance tax		118.28	9,462.15	9,462.15
				$25,000.00

Cr. Mar. 14 1944		
Proceeds of Sale of Tract No. 1 - containing 109 acres, more or less	15,000.00	
Proceeds of Sale of Tract No.2 - containing 123½ acres, more or less	10,000.00	$25,000.00

Filed April 11" 1944

We the undersigned Solicitors for all parties to these proceedings do hereby consent to the immediate ratification of the Auditor's Account.

George B. Woelfel
Solicitor for Plaintiff

George E. Rullman
Solicitor for Defendant

In the Circuit Court for Anne Arundel County

By consent of the parties It is ORDERED BY THE COURT, this 14th day of April, 1944, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, 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 14" 1944.

RELEASE OF STANLEY N. SIMMONS

Know all men by these presents, that I, Stanley N. Simmons of Anne Arundel County, Maryland, do hereby remise, release and forever discharge George E. Rullman and George B. Woelfel, Trustees, of Annapolis, Maryland, their successors or assigns of and from any and all manner of actions, causes of actions, suits, proceedings, debts, dues, contracts, judgments, damages, claims and demands whatsoever whether in law or in equity which against the said George E. Rullman and George B. Woelfel, Trustees, I ever had, now have or which my heirs, executors or administrators hereafter can, shall or may have for or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of these presents and especially to any interest we might have in the property of J. Nevitt Simmons, deceased, which was sold by the aforesaid Trustees in the Circuit Court for Anne Arundel County.

As witness whereof I have hereunto set my hand and seal this 11th day of April, 1944.

Witness: Mary M. Hoff Stanley N. Simmons (SEAL)

Filed April 14" 1944.

RELEASE OF S. AUBREY SIMMONS.

Know all men by these presents, that I, S. Aubrey Simmons of Anne Arundel County, Maryland, do hereby remise, release and forever discharge George E. Rullman and George B. Woelfel, Trustees, of Annapolis, Maryland, their successors or assigns of and from any and all manner of actions, causes of actions, suits, proceedings, debts, dues, contracts, judgments, damages, claims and demands whatsoever whether in law or in equity which against the said George E. Rullman and George B. Woelfel, Trustees, I ever had, now have or which my heirs, executors or administrators hereafter can, shall or may have for or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of these presents and especially to any interest we might have in the property of J. Nevitt Simmons, deceased, which was sold by the aforesaid Trustees in the Circuit Court for Anne Arundel County.

As witness whereof I have hereunto set my hand and seal this 11th day of April, 1944.

Witness: Mary M. Hoff S. Aubrey Simmons (SEAL)

Filed April 14" 1944.

RELEASE OF ANNA BRUNDAGE

Know all men by these presents, that I, Anna S. Brundage of Anne Arundel County, Maryland, do hereby remise, release and forever discharge George E. Rullman and George B. Woelfel, Trustees, of Annapolis, Maryland, their successors or assigns of and from any and all manner of actions, causes of actions, suits, proceedings, debts, dues, contracts, judgments, damages, claims and demands whatsoever whether in law or in equity which

against the said George E. Rullman and George B. Woelfel, Trustees, I ever had, now have or which my heirs, executors or administrators hereafter can, shall or may have for or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of these presents and especially to any interest we might have in the property of J. Nevitt Simmons, deceased, which was sold by the aforesaid Trustees in the Circuit Court for Anne Arundel County.

As witness whereof I have hereunto set my hand and seal this 11th day of April, 1944.

Witness: S. Aubrey Simmons Anna S. Brundage (SEAL)

Filed April 14" 1944.

RELEASE OF LILY C. SIMMONS.

Know all men by these presents, that I, Lily C. Simmons, of Anne Arundel County, Maryland, do hereby remise, release and forever discharge George E. Rullman and George B. Woelfel, Trustees of Annapolis, Maryland, their successors or assigns, of and from any and all manner of actions, causes of actions, suits, proceedings, debts, dues, contracts, judgments, damages, claims and demands whatsoever whether in law or in equity which against the said George E. Rullman and George B. Woelfel, Trustees, I ever had, now have or which my heirs, executors or administrators hereafter can, shall or may have for or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of these presents and especially to any interest I might have in the property of J. Nevitt Simmons, deceased, which was sold by the aforesaid Trustees in the Circuit Court for Anne Arundel County.

As witness whereof I have hereunto set my hand and seal this 18th day of April, 1944.

Witness: Granville Lee Meredith Lily C. Simmons (SEAL)

Filed April 18" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of John Oliver Eierhart and Gertrude Mollie Eierhart, his wife,	:	No. 8584 Equity In the Circuit Court for Anne Arundel County.

Mr. Clerk: Please docket this suit and file original mortgage.

George E. Rullman, Assignee

Filed Dec. 14" 1943.

MORTGAGE.

THIS MORTGAGE, made this 31st day of October, in the year nineteen hundred and twenty-seven, between John Oliver Eierhart and Gertrude Mollie Eierhart, his wife in the State of Maryland, hereinafter generally called the mortgagors; and the GERMANTOWN PERMANENT BUILDING ASSOCIATION NO. 2 OF BALTIMORE COUNTY, a corporation duly created by and existing under the laws of Maryland, hereinafter generally called the mortgagee.

WHEREAS, the said mortgagors being members of the GERMANTOWN PERMANENT BUILDING ASSOCIATION NO. 2 OF BALTIMORE COUNTY, aforesaid, have received therefrom an advance or loan of Twenty-five Hundred dollars ($2500.00) on twenty-five shares of its stock standing in their names: being the full par value of said twenty-five shares of stock when fully paid

up and completed; and in order to secure the full payment and completion of said shares of stock to the mortgagee, in accordance with its Constitution and By-Laws, the mortgagors have agreed to execute this mortgage, it being a condition precedent to the loaning of said money,

NOW THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and the sum of one dollar, the said John Oliver Eierhart and Gertrude Mollie Eierhart, his wife, do grant, assign and convey unto the said GERMANTOWN PERMANENT BUILDING ASSOCIATION No. 2 OF BALTIMORE COUNTY, its successors and assigns, all that lot or parcel of ground situate and lying in Anne Arundel County, in the State of Maryland, and described as follows, that is to say:

BEGINNING for the same at a point on the southeast side of a fifty foot road road known as Delmar Avenue, said point of beginning being distant North thirty-one degrees twenty minutes East (N. 31° 20' E.) one hundred and seventy-three and seven tenths (173.7) feet from an iron pipe at the intersection of the said southeast side of Delmar Avenue with the north side of the Marley Bridge Road as now laid out fifty (50) feet wide; and running from said point of beginning with the northeast side of lots Nos. 4, 5 and 6, Block "B", South fifty-eight degrees forty minutes East (S.58° 40' E.) one hundred and fifty (150) feet, thence along the northwest side of lot #28 Block "B", North thirty-one degrees twenty minutes East (N. 31° 20' E) fifty (50) feet thence with the southwest line of lot #26 Block "B" North fifty-eight degrees forty minutes West (N. 58° 40' W.) one hundred and fifty(150) feet to the aforementioned southeast side of Delmar Avenue; thence with the same South thirty-one degrees twenty minutes West (S. 31° 20' W.) fifty (50) feet to the beginning. Being all of lot #27, Block "B" of Glen Oak Terrace, in the Fifth Election District of Anne Arundel County as resurveyed and platted by B. Everett Beavin, Civil Engineer, in July 1926.

BEING the same lot of ground which by Deed of even date herewith and recorded prior hereto among the Land Records of Anne Arundel County, was granted and conveyed by Francis A. Griffith and Ellen M. Griffith, his wife, to John Oliver Eierhart and Gertrude Mollie Eierhart, his wife.

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

TO HAVE AND TO HOLD the property above described and mentioned unto the mortgagee, its successors and assigns, in fee simple

PROVIDED, that if the mortgagors their heirs, personal representatives or assigns, shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND the mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the mortgagee, its successors and assigns, to pay and perform as follows: To pay to the mortgagee, its successors or assigns, every week commencing on the date hereof, the sum of twenty-five cents as dues on each of said twenty-five shares of stock, as provided by the Constitution and By-Laws of the mortgagee; also to pay to the mortgagee, its successors or assigns, every week the sum of fifteen cents on each of

said shares of stock, as interest or compensation to the mortgagee for the advance made on said shares prior to their completion as aforesaid; to pay or cause to be paid, when legally demandable, all ground rent thereon, taxes and assessments, public debts and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property and on the aforesaid mortgage debt and interest, and within thirty days, to exhibit to the proper officer of the mortgagee receipt for the same; to pay all fines that may be imposed upon the mortgagors, their heirs personal representatives or assigns, by the mortgagee, in accordance with the provisions of its Constitution and By-Laws; to insure, and pending the existence of this mortgage to keep insured, in an insurance company or companies selected by, and to an amount designated by, the mortgagee, the buildings and improvements on the hereby mortgaged property, and to cause the policies to be effected thereon to be so framed or indorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder;and which policies are to be in possession of the mortgagee, its successors or assigns. And the mortgagors also covenant to warrant specially the said property and to execute such further assurances thereof as may be requisite.

ALL of which payments shall continue to be made, and all of which covenants shall continue in force, until the weekly dues aforesaid and the pro rata dividend of profits of the mortgagee to which said shares shall be entitled, shall have fully paid up and completed said twenty-five shares of stock and a proportionate part of any loss the mortgagee may sustain before the completion of said shares as aforesaid.

AND it is agreed that, until default be made in the terms of this mortgage, but not thereafter, the mortgagors shall possess the aforesaid property. But if default be made in the payment and performance of the foregoing covenants, or in any part of either of them, then the balance of said mortgage debt remaining unpaid shall be deemed to be forthwith due and demandable; and it shall be lawful for the mortgagee, its successors or assigns, or FREDERICK J. SCHLOSSTEIN, its or their duly constituted attorney, at any time after such default has continued for four weeks, to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers theerof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the manner following: Upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale shall be applied: first, to the payment of all expenses and costs incident to such sale, including an attorney's fee of One Hundred dollars for conducting the proceedings and a commission to the party making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of a Court having Equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the mortgagee, its successors or assigns, including all of the balance of said mortgage debt then unpaid; and the surplus (if any there be) shall be paid to the mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of any advertisement or notice of sale, under the powers hereby granted, there shall be due by them to the party inserting said advertisement or notice, all expenses incident to the same, all court costs and expenses incident to the foreclosure proceedings, and one-half of the above-mentioned commission --and attorney's fee; and the mortgagee, its successors or assigns, its or their attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs, half fee and half 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, half fee and half commission.

AS WITNESS the hands and seals of the mortgagors.

Witness: John Oliver Eierhart (SEAL)

Jenny C. Schriber Gertrude Mollie Eierhart (SEAL)

STATE OF MARYLAND Baltimore City to wit:

I Hereby Certify, that on this 31st day of October, A.D. 1927, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared John Oliver Eierhart and Gertrude Mollie Eierhart, his wife the within named mortgagor, and acknowledged the foregoing mortgage to be their act. At the same time also appeared Joseph P. Snyder, President of the Germantown Permanent Building Association No. 2 of Baltimore County, (mortgagee), and he made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Jenny C. Schriber

Notary Public.

Recorded Nov. 1" 1927 at 3 o'clock P.M.
in Liber F.S.R. No. 16, Folio 221 &c.

Filed Dec. 14" 1943.

For value received the Germantown Permanent Building Association No. 2 of Baltimore County hereby assigns the within mortgage to George E. Rullman for the purpose of foreclosure.

As witness its corporate seal and the signature of John H. Klausmier, its President, December 6, 1943.

TEST: (CORPORATE SEAL) Germantown Permanent Building Association No. 2 of Baltimore County

Henry J. Seifried, Secty. By John H. Klausmier, President.

Recorded Dec. 14" 1943, at 10 o'clock A.M
in Liber F.S.R. No. 16, Folio 223.

Filed Dec. 14" 1943.

Affidavit under Soldiers and Sailors Civil Relief Act.

AFFIDAVIT.

In compliance with Soldiers and Sailors Civil Relief Act of Congress October 1940, and Soldiers and Sailors Civil Relief Act, Art. 87A Bagby's Annotated Code of Maryland, 1939 Md.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

George E. Rullman, being first duly sworn, on oath deposes and says that he is the duly authorized agent of Germantown Permanent Building and Loan Association No. 2 of Baltimore County, the Mortgagee in the above entitled case, and makes this affidavit on its behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress October 1940, and Soldiers and Sailors Civil Relief Act, Art. 87A Bagby's Ann. Code of Md., 1939 Ed.; that on behalf of the Mortgagee, careful investigation has been made to ascertain whether or not the above named Mortgagors are not in the military service of the United States, and that as a result of said investigation affiant has discovered and does hereby make oath that said Mortgagors are not in the military, that is to say: said Mortgagors are not members of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and are not officers of the public Health Service detailed by proper authority for duty either with the Army or Navy, and said Mortgagors are not on active duty with any of the branches aforesaid, nor are said Mortgagors under training or education under the supervision of the United States preliminary to induction into the military service, but are employed as civilians and are not subject to the aforesaid.

George E. Rullman Affiant
Attorney and Agent

Subscribed and sworn to before me this 29th day of December, 1943.

(NOTARIAL SEAL) Granville Lee Meredith
Notary Public.

Filed Dec. 29" 1943.

STATEMENT OF MORTGAGE DEBT.

John Oliver Eierhart and
Gertrude Mollie Eierhart, his wife

To

Germantown Permanent Building Association No. 2 of Baltimore County.

To Amount of Principal Debt	$2500.00
To Interest thereon to January 11, 1944	702.78
Total	$3202.78

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:-

I hereby certify that on this 27th day of December, in the year 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Henry J. Seifried, Secretary, of Germantown Permanent Building Association No. 2 of Baltimore County, and made oath in due form of law that the matters and facts set forth in the foregoing Statement of Mortgage debt are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Joseph J. Strehlen
Notary Public.

Filed Dec. 29" 1943.

BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland, as principal and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirty-five Hundred ($3500.) 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 Twentieth day of December, in the year of our Lord Nineteen Hundred Forty-three.

WHEREAS, the above bounden George E. Rullman, by virtue of the power contained in a mortgage from John Oliver Eierhart and Gertrude Mollie Eierhart, his wife, to Germantown Permanent Blgd. Ass'n No. 2 of Balto. County, bearing date the 31st day of October, 1927, and recorded among the mortgage records of Anne Arundel County in Liber F.S.R. No. 16, Folio 221, said mortgage having been duly assigned to the said George E. Rullman, by assignment dated Decem___ 6, 1943, and duly recorded among the Land Records aforesaid, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

IN TESTIMONY WHEREOF, the above bounden George E. Rullman has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written,

Signed, Sealed and Delivered — George E. Rullman (SEAL)

in the Presence of — (CORPORATE SEAL) — NATIONAL SURETY CORPORATION

Granville Lee Meredith — By Wm. M. Murphy

As to Surety Rose M. Bausch — Attorney-in-fact.

Filed Dec. 29" 1943.

In the Matter of the Sale of the Mortgaged Real Estate of John Oliver Eierhart and wife.

No. 8584 Equity
In the Circuit Court for Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

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

That under and by virtue of the power of sale contained in a mortgage from John Oliver Eierhart and Gertrude Mollie Eierhart, his wife, dated October 31, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 16, folio 221,

to make sale of the property therein described in case of default, and default having been made thereunder, the said George E. Rullman, as Assignee of the said mortgage, which assignment has been duly recorded among the Land Records of Anne Arundel County, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, January 11, 1944, at 11:00 O'clock, A.M., and then and there sold the said property to Howard M. Pumphrey, at and for the sum of FOUR THOUSAND, FIFTY DOLLARS ($4,050.00), he being then and there the highest bid therefor; said property being described as follows:

ALL that lot or parcel of ground situate and being in Anne Arundel County, in the State of Maryland, and described as follows, that is to say:-

BEGINNING for the same at a point on the southeast side of a fifty foot road known as Delmar Avenue, said point of beginning being distant North 31 degrees 20 minutes East 173.7 feet from an iron pipe at the intersection of the said southeast side of Delmar Avenue with the north side of the Marley bridge road as now laid out 50 feet wide; and running from said ppoint of beginning with the northeast side of Lots Nos. 4, 5 and 6, Block "B" South 58 degrees 40 minutes East 150 feet; thence along the northwest side of Lot No. 28, Block "B" North 31 degrees 20 minutes East 50 feet; thence with the southwest line of Lot No. 26, Block "B", North 58 degrees 40 minutes West 150 feet to the aforementioned southeast side of Delmar Avenue; thence with the same South 31 degrees 20 minutes West 50 feet to the beginning. Being all of Lot #27, Block "B" of Glen Oak Terrace, in the Fifth Election District of Anne Arundel County as resurveyed and platted by B. Everett Beavin, Civil Engineer, in July, 1926.

BEING the same lot of ground which by deed dated October 31, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 16, folio 220, was granted and conveyed by Francis A. Griffith and Ellen M. Griffith, his wife, to John Oliver Eierhart and Gertrude Mollio Eierhart, his wife.

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

"TERMS OF SALE:- A deposit of $300.00 will be required of the purchaser on day of sale, and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman, Assignee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this Twelfth day of January, in the year 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, person-

ally appeared George E. Rullman, Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth, and that the said sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public

Filed Jany. 12" 1944

Auctioneer's Certificate and Purchaser's Agreement, and Hand bill.

George W. Scible, Auctioneer.

Assignee's Sale of Valuable Residential Property. Being No. 517 Delmare avenue, Glen Burnie, Fifth Election District of Anne Arundel County, Maryland, and improved by a semi-bungalow having all modern conveniences.

Under and by virtue of the power of sale contained in a mortgage from John Oliver Eierhart and Gertrude Mollie Eierhart, his wife, dated October 31, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 16, folio 221, duly assigned to the undersigned, he the said assignee will offer for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, January 11th, 1944 at 11:00 O'clock A.M. the following described property:

All that lot or parcel of ground situate and being in Anne Arundel County, in the State of Maryland, and described as follows, that is to say:

Beginning for the same at a point on the southeast side of a fifty-foot road known as Delmar avenue, said point of beginning being distant north 31 degrees 20 minutes east 173.7 feet from an iron pipe at the intersection of the said southeast side of Delmare avenue with the north side of the Marley bridge road as now laid out 50 feet wide; and running from said point of beginning with the northeast side of lots Nos. 4, 5 and 6, Block "B" south 58 degrees 40 minutes east 150 feet; thence along the northwest side of lot No. 28, Block No. 28, Block "B", north 31 degrees 20 minutes east 50 feet; thence with the southwest line of lot No. 26, Block "B", north 58 degrees 40 minutes west 150 feet to the aforementioned southeast side of Delmar avenue; thence with the same south 31 degrees 20 minutes west 50 feet to the beginning. Being all of lot 27, Block "B" of Glen Oak Terrace, in the Fifth Election District of Anne Arundel County as resurveyed and platted by B. Everett Beavin, Civil Engineer in July,1926.

Being the same lot of ground which by deed dated October 31, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 16, folio 220, was granted and conveyed by Francis A. Griffith and Ellen M. Griffith, his wife, to John Oliver Eierhart and Gertrude Mollie Eierhart, his wife.

TERMS OF SALE: A deposit of $300.00 will be required of the purchaser on day of sale, and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to the day of sale.

George E. Rullman, Assignee,
Lee Bldg., Annapolis, Md.

I hereby certify that I have this 11th day of January, 1944, purchased the within described property from George E. Rullman, Assignee, at and for the sum of Four Thousand

and Fifty Dollars ($4,050.00), and I hereby agree to comply with the Terms of Sale, as set forth on the within handbill.

Witness: Howard M. Pumphrey __(SEAL)

George E. Rullman Per T.W. Pumphrey, Jr.

I hereby certify that I sold the within described property to Howard M. Pumphrey at and for the sum of Four Thousand and Fifty Dollars ($4,050.00) at Assignee's Sale this 11th day of January, 1944, and I further certify that the sale was fairly made.

Geo. W. Scible, Auctioneer.

Filed January 12" 1944.

ORDER NISI.

ORDERED, this 12th., day of January, in the year 1944, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Assignee, be ratified and confirmed unless cause to the contrary be shown on or before the 12th., day of February next; provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th., day of February, next.

The report states the amount of sales to be $4,050.00.

John H. Hopkins, 3rd., Clerk.

CERTIFICATE OF PUBLICATION Annapolis, Md., Feb. 7, 1944.

We hereby certify, that the annexed Order Nisi - Eq. 8584 - John Oliver Eierhart & Wife was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of Feb. 1944. The first insertion being made the 13th day of Jan. 1944.

THE CAPITAL-GAZETTE PRESS, INC.

Filed Feb. 14" 1944

By I. Scott.

ORDERED, this 12th., day of January, in the year 1944, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Assignee, be ratified and confirmed unless cause to the contrary be shown on or before the 12th., day of February next; provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th., day of February, next.

The report states the amount of sales to be $4,050.00.

John H. Hopkins, 3rd., Clerk.

ORDERED by the Court, this 15th day of February, 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 that the Assignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin,

Judge.

Filed Feb. 15" 1944.

AUDITOR'S REPORT AND ACCOUNT.

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of John Oliver Eierhart and Wife in ac. with George E. Rullman, Assignee.

To Assignee for Fee	$ 100.00	$
To Assignee for Commissions	152.20	252.20
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	18.75	
Auditor	9.00	37.75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	30.75	
Capital-Gazette Press - handbills	5.50	
Capital-Gazette Press - Order nisi on sale	5.00	
Capital-Gazette Press - Order nisi on this account	5.00	
National Surety Corp. - bond premium	14.00	
George W. Scible - auctioneer	21.00	
Clerk of Court - recording assignment	.75	
Granville L. Meredith - notary fees	1.00	
One-half Federal revenue stamps	2.47	
One-half State Revenue stamps	2.00	87.47
To Assignee for Taxes, viz:		
1944 State & County taxes ($64.78-adj.)		1.98
To Assignee for Benefit Charges, viz:		
Water & Sewer for 1944 ($13.50-adj.)	.42	
Water charges to 1/1/44	3.50	3.92
To Germantown Permanent Bldg. Ass'n #2 of Baltimore County - in full for first mortgage claim		3,202.78
To Germantown Permanent Bldg. Ass'n #2 of Baltimore County - this balance on account second mortgage/ claim		487.33
		$4,073.43

Cr. Jan. 11 1944	Proceeds of Sale	$4,050.00
	Interest on deferred payment to 2/18/44	23.43
		$4,073.43

ORDER NISI.

ORDERED, This 29th., day of February, 1944, That the Report and Account of the Audi-

tor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 31st., day of 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 31st., day of March next.

John H. Hopkins, 3rd., Clerk.

Filed February 29" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., March 30, 1944

We hereby certify, that the annexed Order Nisi - John Oliver Eierhart was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of March, 1944. The first insertion being made the 9th day of March 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By B. Bryan

Filed April 1st. 1944.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 3rd day of April, 1944, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the 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 April 3" 1944.

Edward E. Golden, Widower Margaret E.	:	No. 8585 Equity
Vollberg and Hugo F. Vollberg, her husband	:	In the Circuit Court
vs.	:	for
Edward E. Golden, Jr., Infant.	:	Anne Arundel County.

BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Bill of Complaint of Edward E. Golden, Margaret E. Vollberg and Hugo F. Vollberg, her husband, respectfully shows unto your Honors:

First: That Sue M. Golden, deceased, died intestate on or about the Sixth day of July, 1936, leaving surviving her as her only heirs-at-law her husband, Edward E. Golden, a daughter, Margaret E. Golden who intermarried with Dr. Hugo F. Vollberg, and a son, Edward E. Golden, Jr., an infant, born October 11, 1927. At the time of her death Sue M. Golden was seized and possessed with two parcels of land situate, lying and being in the Seventh Election District of Anne Arundel County near Chalk Point, which were conveyed to her by two deeds; the first from The Arundel Packing Company, a body corporate, et al, dated April 30, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 105, folio 378; the second from The Arundel Packing Company, a body corporate, dated July 13, 1926, and recorded among the aforesaid Land Records in Liber F.S.R. No. 21, folio 362. Certified copies of said deeds are filed herewith and marked Plaintiffs' Ex-

hibits Nos. 1 and 2, and prayed to be taken as a part hereof.

Second. Ancillary Administration on the Estate of Sue M. Golden was granted by the Orphans Court for Anne Arundel County to Edward E. Golden. The Estate has been fully administered and closed, and the inventory of real estate shows an appraisement on the real estate of which Sue M. Golden died seized and possessed of $3300.00. A certificate of administration from the Orphans Court of Anne Arundel County is filed herewith as Plaintiffs' Exhibit No. 3, and prayed to be taken as a part hereof.

third. That the tracts of land mentioned herein are improved by a cottage which is unoccupied by the parties in interest, and which is unproductive and is now producing no income, and is in need of repair. The property is not susceptible of division in kind among the parties in title thereto, and it would be for the benefit and advantage of the said infant defendant to sell the tract of land and the improvements thereon, and to invest the proceeds thereof, with respect to the said infant child, in some productive fund.

Fourth. The said Edward E. Golden and Margaret E. Vollberg have entered into a contract of sale with Ernest M. Clayton on their behalf and on behalf of the infant Edward E. Golden, Jr., to sell the real estate herein referred to at and for the sum of Three Thousand Dollars ($3,000.00), as evidenced by the sale contract filed herewith and marked Plaintiffs' Exhibit No. 4, and prayed to be taken as a part hereof. The Plaintiffs deem it to the advantage of all parties concerned that the sale be made and the contract ratified and confirmed by this Honorable Court.

TO THE END THEREFORE:

1. That the agreement of sale and purchase contract, Plaintiffs' Exhibit No. 4, be ratified and confirmed by this Court, and a Trustee appointed to consummate the same in accordance with its terms;

2. And that the Plaintiffs have such other and further relief as their case and equity may require.

May it please your Honors to grant unto the Plaintiffs the Writ of Subpoena directed to Edward E. Golden, Jr., infant, now at Chalk Point, Anne Arundel County, Maryland, commanding him, on some certain day to be named therein, to appear in this Court and answer the premises, and abide by and perform such decree as may be passed therein.

AND, AS in duty bound, etc.

George E. Rullman — Edward E. Golden, Plaintiff.

Solicitor for Plaintiffs — Margaret E. Vollberg, Plaintiff

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, to wit:-

I hereby certify that on this 15th day of December, in the year 1943, before me, the subscriber, a Notary Public of the District and City aforesaid, personally appeared Edward E. Golden and Margaret E. Vollberg, Plaintiffs, in the above entitled case, and made oath in due form of law that the matters and facts stated in the foregoing Bill of Complaint are true as therein stated to the best of their information and belief.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) — Byron G. Carson

Notary Public

Filed Dec. 18" 1943.

PLAINTIFFS EXHIBIT #1.

(INT. REV. STAMP $1.00)

THIS DEED, made this thirtieth day of April in the year Nineteen hundred and twenty five by The Arundel Packing Company a body corporate of Anne Arundel County, of the first part, The Owings Bank of (The Eastern Shore Trust Company) mortgagee of Calvert County, of the second part, both of the State of Maryland, and Sue M. Golden of the third part, of the City of Washington in the District of Columbia, Witnesseth:

That for and in consideration of the sum of Ten dollars, current money, in hand paid by the said party of the third part to the said parties of the first and second parts, 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 The Arundel Packing Company and The Owings Bank of (The Eastern Shore Trust Company) have bargained and sold and by these presents do grant and convey unto the said Sue M. Golden her heirs and assigns in fee simple; All those lots, pieces or parcels of ground situate, lying and being in Anne Arundel County, State of Maryland aforesaid, fronting seventy five feet on the East side of a thirty foot Street as laid down on the plat of Chalk Point recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 1, Section 2 folio 232, and extending back with an even width one hundred and seventy five feet, more or less, to the waters of West River being lot number forty eight (48) as designated on said plat and twenty five feet immediately adjoining said lot number forty eight (48) on the North, part of the lot marked Reserved on said plat. Being a part of the same property which was conveyed to the said The Arundel Packing Company Company by Gordon A. Crandell et al. by deed dated the ninth day of March in the year Nineteen hundred and twenty and recorded among the Land Records aforesaid in Liber W.N.W. No. 13, folio 76.

And the said (The Owings Bank of) The Eastern Shore Trust Company, party of the second part, doth by these presents release the land hereby conveyed from the lien of a certain mortgage from Gordon A. Crandell, et al. to it dated January the fifteenth, Nineteen Hundred and nineteen, and recorded among the Land Records aforesaid in Liber W.N.W. No.10 folio 94.

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 Sue M. Golden her heirs and assigns, in fee simple.

And the said party of the first part covenants that it will warrant specially the title to the property hereby conveyed and that it will execute such other and further assurances thereof as may be requisite.

Witness the corporate name of The Arundel Packing Company by Walter O. Snyder its President and the corporate seal thereof attested by Gordon A. Crandell, its Secretary, and The corporate name of (The Owings Bank of) The Eastern Shore Trust Company by M. Luther Hutchins its Vice President and the corporate seal thereof attested by F. J. Wharton its Assistant Cashier on the day and in the year first above written.

Test:

Myrtle Sturm

(CORPORATE SEAL)

The Arundel Packing Company
By: Walter O. Snyder, Jr., (SEAL)
President.

Attest:
Gordon A. Crandall, Secretary (The Owings Bank of) The Eastern
Attest: (CORPORATE SEAL) Shore Trust Company
Eva Prout-Magruder, By: M. Luther Hutchins,
Asst. Cashier Vice President

State of Maryland, Anne Arundel Co., Sct:

I hereby certify that on this thirtieth day of April in the year Nineteen hundred and twenty five before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared Walter O. Snyder --President of The Arundel Packing Company and acknowledged the aforegoing deed to be the act and deed of The Arundel Packing Company.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Myrtle Sturm,
Notary Public.

State of Maryland, County of Calvert, Sct:

I hereby certify that on this first day of May in the year Nineteen hundred and twenty five before me, the subscriber, a Notary Public of the State of Maryland, in and for Calvert County aforesaid, personally appeared M. Luther Hutchins Vice President of (The Owings Bank of) The Eastern Shore Trust Company and acknowledged the aforegoing deed to be the act and deed of (The Owings Bank of) The Eastern Shore Trust Company.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Eva Prout-Magruder,
Notary Public.

Recorded 5 May, 1925 at 2 P.M.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the aforegoing Deed was truly taken and copied from Liber W.N.W. No. 105, folio 378, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 17th day of December, A.D. 1943.

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

Filed Dec. 18" 1943.

PLAINTIFF's EXHIBIT #2.

THIS DEED, made this 13th day of July in the year nineteen hundred and twenty six by The Arundel Packing Company a body corporate of Anne Arundel County of the State of Maryland, of the first part, and Sue M. Golden of the City of Washington, in the District of Columbia, of the second part, 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 party of the first part, at or before the execution and delivery of these presents the receipt whereof is hereby acknowledged, and for divers other good and valuable considerations, it thereunto moving, the said The Arundel Packing Company has bargained and sold and by these presents does grant and convey unto the said Sue M. Golden, her heirs and assigns, in fee simple, All that lot piece or parcel of ground situate, lying and being in the 7th Election District of Anne Arundel

County aforesaid, located on the east side of a street thirty feet wide and being a part of the lot marked "Reserved", all as shown on the plat of Chalk Point on West River recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3 folio 232, fronting on said street twenty five feet and running back at right angles thereto with an even width of twenty five feet to the waters of West River and being the twenty five front feet adjoining on the north the lot of ground conveyed to the said Sue M. Golden by the said The Arundel Packing Company by deed dated on the thirtieth day of April in the year nineteen hundred and twenty five and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 105, folio 378. Being a part of the same property which was conveyed to the said The Arundel Packing Company by Gordon A. Crandall, et al. by deed dated on the ninth day of March in the year nineteen hundred and twenty and recorded among the aforesaid Land Records in Liber W.N.W. No. 13, folio 76.

Together with the buildings and improvements thereupon erected, made or being and all and every the 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 Sue M. Golden her heirs and assigns, in fee simple.

And the said party of the first part covenants that it will warrant specially the title to the property hereby conveyed and that it will execute such other and further assurances thereof as may be requisite.

Witness the corporate name of The Arundel Packing Company by Walter O. Snyder, Jr. its President and the corporate seal thereof attested by Gordan A. Crandall, its Secretary, on the day and in the year first above written.

Attest: (CORPORATE SEAL) THE ARUNDEL PACKING COMPANY

Gordon A. Crandall By: Walter O. Snyder, Jr.

Secretary. President

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this thirteenth (13) day of July in the year nineteen hundred and twenty six before me, the subscriber, a Notary Public of the State of Florida in and for Manatee County aforesaid, personally appeared Walter O. Snyder, Jr., President of the Arundel Packing Company and acknowledged the aforegoing deed to be the act and deed of the said The Arundel Packing Company.

Witness my hand and seal Notarial.

(NOTARY SEAL) Ed. Blalock, Notary Public

Notary Public of the State of Florida

at large. My commission expires Aug,15,1929

Recorded 7 Sept. 1927 1 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. 21, folio 362, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for

Anne Arundel County, this 17th day of December, A.D. 1943.

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

Filed Dec. 18" 1943.

PLAINTIFFS EXHIBIT #3.

In the Matter of the Estate of Sue M. Golden, deceased.

In the Orphans' Court for Anne Arundel County

To the Honorable, the Judges of said Court:

I, Edward E. Golden, Ancillary Administrator of the Estate of Sue M. Golden deceased, hereby report to your Honors that no personal assets have come into my hand as such administrator, that no claims have been filed against said estate, that I have paid all costs of administration, including 1% direct inheritance tax on real estate and published notice to creditors. That this action has been taken to procure title to real estate.

I therefore pray this honorable Court to be excused as such.

Respectfully submitted,

Edward E. Golden

Ancillary Administrator

Direct Inheritance tax of 1%

on Real Estate assessed at $3300.00 $33.00

Anne Arundel County, Ss.

On this 23" day of June, 1939 came Edward E. Golden, Anc. Admr. of Sue M. Golden 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.

R. Glenn Prout

Register of Wills for Anne Arundel County

By Clemence C. Burwell, Clerk

PASSED BY ORDER OF COURT this 27" day of June, 1939.

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 First and Final Account of Ancillary Administrator in the Estate of Sue M. Golden late of said County deceased taken from Account Book W.M.H. 1, folio 496, 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 17th day of December in the year of our Lord, nineteen hundred and forty-three.

(COURT SEAL) R. Glenn Prout

Register of Wills for Anne Arundel County.

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 of Ancillary Administration of all

the goods, chattels, credits and personal Estate of Sue M. Golden deceased, was on the 29th day of November in the year of our Lord one thousand nine hundred and thirty-eight, granted and committed unto Edward E. Golden who was then and there appointed Ancillary Administrator of the said deceased, 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 17th day of December in the year of our Lord nineteen hundred and forty-three.

Test: (COURT SEAL) R. Glenn Prout

Register of Wills for Anne Arundel County.

Filed Dec. 18" 1943.

PLAINTIFFS EXHIBIT No. 4.

SALES CONTRACT Washington, D.C., October 20, 1943.

RECEIVED FROM Ernest M. Clayton a deposit of Fifty Dollars ($50.00) to be applied as part payment of the purchase of the following described land:

"All that lot, piece or parcel of ground situate, lying and being in the 7th Election District of Anne Arundel County aforesaid, located on the East side of a street thirty feet wide and being a part of the lot marked 'Reserved' all as shown on the plat of Chalk Point on West River recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1 Section 3, folio 232, fronting on said street twenty five feet and running back at right angles thereto with an even width of twenty five feet to the waters of West River and being the twenty-five front feet adjoining on the North the lot of ground conveyed to the said Sue M. Golden by the said The Arundel Packing Company by deed dated on the thirtieth day of April in the year Nineteen hundred and twenty five and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 105 folio 378. Being a part of the same property which was conveyed to the said The Arundel Packing Company by Gordon A. Crandell et al. by deed dated on the ninth day of March in the year Nineteen hundred and twenty and recorded among the aforesaid Land Records in Liber W.N.W. No. 13 folio 76."

"All those lots, pieces or parcels of ground situate, lying and being in Anne Arundel County, State of Maryland aforesaid, fronting seventy five feet on the East side of a thirty foot Street as laid down on the plat of Chalk Point recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 1 Section 2 folio 232, and extending back with an even width one hundred and seventy five feet, more or less, to the waters of West River being lot Number Forty eight (48) as designated on said plat and twenty five feet immediately adjoining said Lot Number forty eight (48) on the North, part of the lot marked Reserved on said plat. Being a part of the same property which was conveyed to the said The Arundel Packing Company by Gordon A. Crandell et al. by deed dated the ninth day of March in the year Nineteen hundred and twenty and recorded among the Land Records aforesaid in Liber W.N.W. No. 13 folio 76."

upon the following terms of sale:

Total price of property: Three Thousand Dollars and 00/100 ($3,000.00).

The purchaser agrees to pay Three Thousand Dollars ($3,000.00) cash at the date of conveyance, of which sum this deposit shall be a part.

The property is sold free of encumbrance except as aforesaid; title is to be good

of record and in fact subject, however, to covenants, conditions and restrictions of record, if any; otherwise said deposit is to be returned and sale declared off at the option of the purchaser, unless the defects are of such character that they may readily be remedied by legal action, but the seller and agent are hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be taken by the seller promptly at his own expense, except as herein set forth, whereupon the time herein specified for full settlement by the purchaser will thereby be extended for the period necessary for such prompt action.

Rents, taxes, water rent and insurance, if any, and operating charges are to be adjusted to the date of the transfer.

Taxes, general and special, are to be adjusted.

Examination of title, tax certificate, conveyancing, notary fees and all recording charges to date of settlement, are to be at the cost of the purchaser.

Within forty (40) days from the date of acceptance hereof by the owners, the sellers and purchaser are required and agree to make full settlement in accordance with the terms hereof. If the purchaser shall fail so to do, the deposit herein provided for may be forfeited at the option of the seller, in which event the purchaser shall be relieved from further liability hereunder, or without forfeiting the said deposit the sellers may avail themselves of any legal or equitable rights which they may have under this contract.

Settlement is to be made at the office of James E. Artis, Esquire, 501 Tower Building, Washington 5, D.C., or at the office of George E. Rullman, Esquire, Lee Building, Annapolis, Maryland, and deposit with either of the purchase money, the deed of conveyance for execution and such other papers as are required of either party by the terms of this contract shall be considered good and sufficient tender of performance of the terms hereof.

Sellers agree to execute the usual special warranty deed.

Sellers agree to give possession at time of settlement.

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 sellers.

The principals of this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns.

This contract, made in quadruplicate, when ratified by the sellers 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 parties hereto are aware that it will be necessary in order to pass good title to that part of said real estate belonging to the infant, Edward E. Golden, Jr. to file a proceeding in Maryland in the County in which the real estate is located requesting the approval of the Court on behalf of the infant to consummate the transaction. It is further agreed between the purchaser and the sellers hereto that the expenses of such proceeding are to be borne equally by the purchaser and the sellers.

We, the undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our contract.

	Ernest M. Clayton	Purchaser
Oct 25, 1943	Edward E. Golden	Seller
	Margaret E. Vollberg	
Oct. 22, 1943	Edward E. Golden, Jr.	
By	Edward E. Golden, Guardian of Edward E. Golden, Jr., subject to approval of the court.	

Filed Dec. 18" 1943.

Petition for appointment of Guardian ad litem, with Order of Court thereon.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Edward E. Golden, father and guardian of Edward E. Golden, Jr. infant, respectfully represents:

That the said Edward E. Golden, Jr., the defendant in said cause, has been duly returned summoned, but being an infant he cannot answer and defend this suit for himself.

Your Petitioner, therefore, prays your Honors to appoint a Guardian ad litem, to appear and answer for said infant.

And, as in duty bound, etc.

George E. Rullman — Edward E. Golden

Solicitor for Plaintiffs.

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, TO WIT:

I hereby certify that on this 7th day of January, 1944, before me, the subscriber, a Notary Public in and for said District, personally appeared Edward E. Golden, the above petitioner, and made oath in due form of law that the matters and facts stated in the aforegoing Petition are true, to the best of his knowledge and belief.

Witness my hand and Notarial Seal,

(NOTARIAL SEAL) — THOMAS K. MILLER

NOTARY PUBLIC.

Filed Jan. 8" 1944.

ORDER OF COURT.

Upon the aforegoing Petition and affidavit, it is hereby ORDERED this 10th day of January, 1944, that R. Tilghman Brice, 3rd. be, and he is hereby, appointed Guardian ad litem to appear and answer for Edward E. Golden, Jr., infant, the defendant in the above entitled cause.

Ridgely P. Melvin , C.J.

Filed Jany. 10" 1944.

ANSWER by Guardian ad litem.

To the Honorable, the Judges of said Court:

The Answer of Edward E. Golden, Jr., Infant Defendant, by R. Tilghman Brice, III, Guardian ad litem duly appointed by Order of this Honorable Court, to the Bill of Complaint of Edward E. Golden, et al., against him in this Court exhibited, this Defendant being an infant can not admit or deny any of the matter and things in said Bill alleged, and submits his rights thereunder to the protection of this Court.

AND as in duty bound, etc.

R. Tilghman Brice, III,

Guardian ad litem

Filed Jany. 11th., 1944.

Edward E. Golden, et al. No. 8585 Equity

vs. In the Circuit Court for

Edward E. Golden, Jr. Anne Arundel County.

Testimony and Exhibits on behalf of the Plaintiffs'. February 4" 1944.

PRESENT:

Mr. George E. Rullman, Solicitor for Plaintiffs.

Mr. R. Tilghman Brice, III, Gudardian-ad-Litem.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:

Dr. Edward E. Golden, --------- 2 to 5

James H. Murray, ---------- 6 to 7

Dr. Edward E. Golden, a witness of lawful age, one of the Plaintiffs, being first duly sworn, deposes and says:-

(Rullman.)

1. State your name, residence and occupation?

A. Dr. Edward E. Golden, oral surgeon, 4303 Yuma st., N.W., Washington, D. C.

2. Did you know Mrs. Sue M. Golden?

A. Mrs. Sue M. Golden is my deceased wife.

3. When did Mrs. Golden die?

A. July 6th, 1936.

4. Who were her surviving heirs at law?

A. Two children, Margaret Eloise Golden Vollberg, of age, and a son Edward E. Golden, Jr. a minor, 16 years of age, and myself.

5. Can you tell us what, if any property Mrs. Golden died seized and possessed of?

A. The only property in Anne Arundel County at Chalk Point.

6. I hand you a certified copy of a deed from The Arundel Packing Co., a body corporate and Owings Bank of The Eastern Shore Trust Co. dated April 30th, 1925 to Sue M. Golden, said deed recorded among the Land Records of Anne Arundel County in Liber W.N. W. 105, folio 378, can you identify that property as the property Mrs Golden owned during her life time?

A. I do, that is a portion of it.

------Offered and filed as Exam. Exh. A.

7. I also hand you another certified copy of a deed from The Arundel Qacking Co., to Sue M. Golden, dated the 13th day of July, 1926 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 21 Folio 362, is that a portion of the property Mrs. Golden died seized and possessed of?

A. Yes, completely.

-----Offered in evidence and filed as Exam. Exh. B

8. That is all the property of which she died seized and possessed?

A. Yes.

9. Will you tell the Court whether or not this property is improved and if it is improved, what the improvements consist of?

A. It is improved by a one and a half story frame house consisting of a large living room, two bedrooms kitchen and bath on the first floor, the attic is unfinished. In addition to that other improvements on the property consist of a garage with concrete floor, one part of which is used as a pump house. There is also a pile driven pier and a small summer house at the water's edge.

10. How long since this property has been occupied?

A. The property has been occupied since August, 1925.

11. How long has it been unoccupied?

A. It has been unoccupied absolutely during the last year but previous to that it was occupied at least three fourths of the year as I commuted to Washington from the property.

12. What is the condition of the improvements, or the state of repair at the present time?

A. The house is in very much need of vital improvements such as new roof and concrete base, painting both inside and out, as is also applied to the garage.

13. Was the estate of Mrs. Golden administered in the Orphans Court for Anne Arundel County?

A. It was.

14. Were you the Ancillary Administrator?

A. I was.

--------Offered in evidence and filed certified copy of Docket entries of the Orphans Court showing Ancillary Administration on the estate of Sue M. Golden, bond and final closing of the account, filed.

Exam. Exh. C

15. Has there been a Guardian appointed for Edward E. Golden, Jr.?

A. I am his Guardian in the District of Columbia.

16. Were you appointed by the Probate Court in the District of Columbia?

A. Yes.

------Ctf. offered and filed as Exam. Exh. D (not filed)J

17. I hand you another paper, a Sales Contract entered into between your daughter, Mrs. Vollberg and yourself, and it is also signed by Edward E. Golden, Jr. and Edward E. Golden, Guardian, subject to the approval of the Court, the other party to this Contract the purchaser is Ernest M. Clayton. This Contract is under date of October 25th, 1943, did you enter into that Contract?

A. I identify it as the Contract, yes.

-------Offered and filed as Exam. Exh. E

18. Mrs. Vollberg also signed it?

A. Yes.

19. The purchase price as stated in the Contract is $3,000?

A. That's correct.

20. You are asking that the Court ratify this Contract and appoint a Trustee for the purpose of making a conveyance?

A. If the Court be good enough to do so.

21. In your opinion, is $3,000 a fair and adequate price for this property?

A. I think so due to the much needed repairs and the fact that neither I nor my daughter, Mrs. Vollberg have further use for the property, and my son being a minor would be unable

to keep up the property and pay the taxes in order to protect his own interest in the property itself.

22. In other wors_ would you say it would be to the interest and advantage of the infant defendant that this property be sold?

A. I do because I see no other way to protect his interest in the matter.

23. Is this property susceptible of division in kind between the parties without material loss or damage?

A. Absolutely not.

24. This administration taken out in the Orphans Court for Anne Arundel County what was the purpose of that?

A. In order to dispose of the property and clear the title to the property

25. You had had an administration in the Probate Court in Washington, D.C. _

A. That's right.

26. Who paid the costs of the administration in the Orphans Court of this county?

A. I paid them personally, myself.

27. Did you pay for the Notice to Creditoes of $5?

A. The same day it is receipted for. Exam. Exh. F

28. Did you pay this bill of E. Churchill Murray and James H. Murray, Appraisers, for $15.00?

A. I did. -----Exam. Exh. G

29. Did you pay the Bond premium, $10.00?

A. I did. -----Exam. Exh. H

30. These taxes since the death of Mr. Sue M. Golden amounting to $448.45 were they paid by you?

A. They have all been paid by me and amount to $448.45, without interest I did not include the interest in it.

-------Exam. Exh. I.

31. The Orphans Court costs paid by you and the expenses therein amounting to $44.00?

A. That was paid by me. Exam. Exh. J.

32. Has there been any income from this property?

A. No. sir, not a penny.

No Cross Examination.

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

A. No, I think that covers everything sufficiently.

Edward E. Golden

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

1. State your name and residence?

A. James H. Murray, Cumberstone, Anne Arundel County, Maryland.

2. What is your occupation?

A. Farmer and Real Estate.

3. How long have you been engaged in the Real Estate business?

A. About sixteen years.

4. Are you familiar with property and property values in and around Anne Arundel County

with special reference to Chalk Point Section?

A. Yes.

5. Do you know this particular property we have been mentioning herein?

A. I do.

6. Did you have an occasion to appraise this property?

A. I did.

7. What was the occasion of the appraisal by you of this property?

A. I was appointed by the Orphans Court to do so, on June 27th, 1939.

8. The property consists of that described in the deeds and the improvements that Dr. Golden has described?

A. That's right.

9. Do you remember what your appraisement was at that time?

A. $3300.

10. You heard the testimony of Dr. Golden, and you also have been advised and have seen the Contract of Sale entered into with Mr. Golden and his daughter and Mr. Clayton at the purchase price of $3,000. In your opinion, is that a fair and reasonable price for the property?

A. I think it is undersonditions and depreciation.

11. From your knowledge of this property would you say that this property ir or is not susceptible of partition in kind among the parties in interest_

A. I would not think so, - it is not.

12. Do you think it is for the best interest of all the parties that the property should be sold and the infant's portion invested for his ebenfit?

A. Yes.

No Cross Examination.

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

A. No.

James H Murray

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

Witness my hand and seal this 11th day of February 1944.

Jno. S. Strahorn (SEAL)

Examiner.

Filed Feby. 11" 1944.

Form No. 53 PLAINTIFFS' EXHIBIT NO. "D".

In the District Court of the United States for the District of Columbia holding a Probate Court

DISTRICT OF COLUMBIA, to wit:

THE UNITED STATES OF AMERICA To all persons to whom these presents shall come Greeting:

KNOW YE, That on the 20th day of October, A.D. 1937, the District Court of the United States for the District of Columbia, holding a Probate Court, did appoint __ and Edward E. Golden, Guardian of the estate of Edward E. Golden, Jr. born October 11, 1927, infant child of Sue M. Golden deceased: who, as guardian, aforesaid, first executed an undertaking with good and sufficient security, approved by said Court in the penalty of One Thousand

Dollars, conditioned for the faithful performance of his duties as guardian aforesaid; and whose appointment is unrevoked and still in force.

Witness, the Honorable Edward C. Eicher, Chief Justice of said Court, this 28th day of February, A.D. 1944.

(COURT SEAL) Attest: Thomas C. Scalley

Deputy Register of Wills for the District of Columbia, Clerk of the Probate Court

Case No. 8997

Filed Feby. 11" 1944.

DECREE February 24, 1944

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

It is thereupon, ADJUDGED, ORDERED AND DECREED, this 24th day of February, in the year 1944, by the Circuit Court for Anne Arundel County, sitting in Equity, that the property and land mentioned in these proceedings and described in said Agreement of Sale and Purchase be sold accordingly. And it is further ADJUDGED, ORDERED AND DECREED that the aforesaid Agreement of Sale and Purchase, dated October 20, 1943, and filed herein as Plaintiffs' Examiner's Exhibit E, be and the same is hereby ratified, confirmed and approved; and that George E. Rullman be and he is hereby appointed Trustee for the purpose of conveying the property aforesaid to the said purchaser, Ernest M. Clayton, and the said George E. Rullman, upon payment of the whole purchase money mentioned in said agreement, but not before, as Trustee aforesaid, shall, by a good and sufficient deed to be executed and acknowledged by him as said Trustee, convey to the said Ernest M. Clayton, his heirs and assigns, the property and land mentioned in said agreement free, clear and discharged from all claims of the parties hereto, both Plaintiffs and Defendant, and those claiming by, through, from or under them, or any of them, in accordance with the terms and conditions of said Agreement of Sale and Purchase; and after receiving the same the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court after deducting therefrom the Court costs of these proceedings and such commissions as may be allowed the said Trustee by this Court in consideration of the performance of his duties as such Trustee; and said George E. Rullman, Trustee, aforesaid, is hereby required to file in this Court a bond with surety in the penalty of Three Thousand Dollars with a corporate surety, to be approved by this Court or the Clerk thereof.

James Clark Judge.

Filed Feby. 24" 1944.

TRUSTEE'S BOND.

KNOW ALL MEN BY THESE PRESENTS, That We, George E. Rullman, of Anne Arundel County, Maryland, and the NATIONAL SURETY CORPORATION, a body corporate, of New York, and duly admitted to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand ($3,000.00) Dollars to be paid to the said State or its certain Attorney, to which payment well and truly to be made we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents--sealed with our seals and dated this

28th day of February, in the year of our Lord one thousand nine hundred and forty-four.

WHEREAS, the above bounden George E. Rullman by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County has been appointed trustee to sell real estate mentioned in the proceedings in the case of Edward E. Golden, widower, et al vs. Edward E. Golden, Jr., Infant Equity No. 8585 now pending in said Court:

Now the Condition of the above Obligation is such That if the Above Bounden do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered George E. Rullman (SEAL)

in the presence of (CORPORATE SEAL) NATIONAL SURETY CORPORATION (SEAL)

Granville Lee Meredith By Wm. M. Murphy

Witness as to surety: Rose M. Bausch. Attorneys-in-Fact.

Filed Feby. 28" 1944.

TRUSTEE'S REPORT OF SALE.

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of George E. Rullman, Trustee appointed by a Decree of this Honorable Court, passed in the above entitled cause, dated the 24th day of February, 1944, to consummate the sale mentioned in these proceedings, respectfully shows:

(1). That after giving bond for security for the faithful performance of his trust, and after having complied with all of the other prerequisites, as required by law and the said Decree, he did, on the 4th day of March, 1944, consummate said sale in accordance with the terms of said contract of sale, filed in said proceedings, and received from Ernest M. Clayton, purchaser, the balance of said purchase money, namely $2,950.00, and one-half of the costs of this proceeding, $108.72, the down payment of $50.00 mentioned in the contract of sale having heretofore been received by Edward E. Golden.

May it please this Honorable Court to pass an Order directing the Auditor to state an Account and allow him the usual commissions in accordance with the Equity Rules of this Honorable Court.

Respectfully submitted,

George E. Rullman, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this sixth day of March, in the year 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Trustee named in the above Report of Sale and made oath in due form of law that the matters and facts stated in the aforegoing Report are true, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

ORDER OF COURT.

Upon the aforegoing Report and affidavit, it is this 6th day of March, 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 George E. Rullman, Trustee aforesaid, allowing him the usual commissions as set forth in the Equity Rules of this Court.

Ridgely P. Melvin, __

Filed March 6" 1944.

AUDITOR'S REPORT AND ACCOUNT.

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Edward E. Golden, Widower, et al, vs. Edward E. Golden, Jr., Infant in ac. with George E. Rullman, Trustee

To Trustee for Commissions	$	$ 120.00
To Trustee for Court Costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	24.25	
J. H. Griscom - Sheriff's costs	1.70	
Auditor - stating this account	13.50	49.45
To Trustee for Expenses, viz:		
Capital-Gazette Press - Order Nisi	5.00	
National Surety Corp. - bond premium	12.00	
John S. Strahorn - Examiner	8.00	
Juliet D. Strahorn - Stenographer	4.00	
R. Tilghman Brice, III - Guardian ad Litem	4.00	
Register of Wills - certified copies	1.50	
James H. Murray - appraiser's fee	10.00	
Granville L. Meredith - notary fee	.50	
Clerk of Court - certified copies	3.00	48.00
To Trustee for Taxes, viz:		
1944 State & County taxes ($59.30-adj.)	10.39	10.39
To Edward E. Golden - payments advanced by him in connection with ancillary administration on estate of Sue M. Golden, deceased, in the Orphans Court of Anne Arundel County, as follows:		
Register of Wills - Court costs	11.00	
Register of Wills - 1% inheritance tax	33.00	
U.S. Fidelity & Guaranty Co. - bond premium	10.00	
Capital-Gazette Press - notice to creditors	5.00	
E. Churchill Murray - appraiser's fee	7.50	
James H. Murray - appraiser's fee	7.50	
State and County taxes on real estate for years 1936 - 1943, inclusive	464.44	538.44

Balance in hands of Trustee for distribution to heirs at law of Sue M. Golden, deceased	$2,342.44	$	$
Distributed as follows:			
To Edward E. Golden, Widower - one-third		780.81	
To Margaret E. Vollberg, daughter "		780.81	
To Edward E. Golden, Jr. - son "		780.82	2,342.44
			$3,108.72

Mar. 4, 1944

Proceeds of Sale - as per contract of sale of 10/20/43, filed in these proceedings	$3,000.00
One-half cost of these proceedings, as agreed	108.72
	$3,108.72

ORDER NISI.

ORDERED, This 10th., day of March, 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 11th., 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 11th., day of April next.

John H. Hopkins, 3rd., Clerk.

Filed March 10" 1944

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 10, 1944.

We hereby certify, that the annexed Order Nisi - Auditor's Account - Edward E. Golden 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 11th day of April, 1944. The first insertion being made the 11th day of March, 1944.

THE CAPITAL-GAZETTE PRESS, Inc.

By Irene Trayles

Filed April 12" 1944

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of April, 1944, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark,

Judge.

Filed April 13" 1944.

In the Matter of the Trust Estate of Virginia : No. 8587 Equity
M. Kinzie, deceased. Albert C. Kinzie, Plaintiff: In the Circuit Court for
vs. : Anne Arundel County.
Robert W. Kinzie and Jane Frances Kinzie, Minors:
and The Guardian Trust Company of York, Pa. :

BILL OF COMPLAINT.

To the Honorable, the Judges of said Court:

Your orator, complaining, says:

1. That Virginia M. Kinzie, the deceased wife of your orator, departed this life testate on January 3, 1939, and by her Last Will and Testament duly admitted to probate in the Orphans Court for Anne Arundel County, a certified copy of which Will is filed herewith as a part hereof marked Plaintiff's Exhibit "A", she devised her real estate to your orator in trust, to be used during his lifetime, as will appear by reference to said Last Will and Testament.

2. That said real estate consists of a parcel of land, containing 1½ acres, more or less, improved by a frame dwelling, situated at Galesville in the First Election District of Anne Arundel County and being the same property which was devised to the said Virginia M. Kinzie by Carrie Ruth Weedon, by her Last Will and Testament, duly recorded among the Testamentary Records of Anne Arundel County in Liber O.B.D. No. 4, folio 371.

3. That by the terms of the Last Will and Testament of the late Virginia M. Kinzie, said testatrix devised the aforesaid real estate to your orator to be held in trust and used for his benefit during his lifetime, and upon his death to be sold and the proceeds of such sale to be held in trust for the minor grandchildren of the testatrix and your orator, namely, Jane Frances Kinzie age 20, and Robert W. Kinzie, age 10, both of whom are children of your orator's deceased son, Robert W. Kinzie, who was married twice during his lifetime, and had one child, Jane Frances Kinzie, by his first wife, Margaret K. Hudnall, from whom he was divorced, and the other child, Robert W. Kinzie, by his second wife, Pauline Windsor; and the proceeds of such sale were to be held in trust for said grandchildren and to be paid to them when they reach the age of 21 years.

4. That the Guardian Trust Company of York, Pennsylvania, was appointed Trustee to administer the decedent's estate for her grandchildren upon the death of her husband, your orator; that the Guardian Trust Company has recently been liquidated and is no longer in existence.

5. That by the terms of said Last Will and Testament your orator was authorized as follows: "Should my husband have an opportunity to sell the property to advantage, he sall be privileged to do so and the proceeds of such sale to be placed in trust".

6. That your orator has recently received an offer of $900 for one-half acre parcel of the real estate hereinbefore mentioned, being an unimproved part thereof, the sale of which would be to the best interest of the beneficiaries of the trust herein mentioned, and a distinct advantage to them.

7. That, because of the language used in the said Last Will and Testament of the said Virginia M. Kinzie, and because of the non-existence of the Guardian Trust Company of York, Pennsylvania, your orator desires to submit the said Last Will and Testament of

the said Virginia M. Kinzie to this Court for a construction thereof, and for a declaration of the rights of your orator under said Will; and further to have this Court appoint a Trustee to take the place of the aforesaid Guardian Trust Company of York, Pennsylvania.

8. That your orator desires to negotiate the sale of the one-half acre parcel of land aforesaid, if this Court shall determine that he has the legal right to do so.

9. That the two minor children aforesaid are non-residents of the State of Maryland, the said Jane Frances Kinzie being a resident of Jacksonville, Florida, and the said Robert W. Kinzie being a resident of Chambersburg, Pennsylvania.

10. That your orator desires that the order of publication to be issued in this cause be personally served on the said minor children.

To the end, therefore,

(1) That this Court may take jurisdiction in the premises, and may advise and direct your orator and pass a decree declaring his rights in the premises.

(2) That a trustee may be substituted for the non-existent Guardian Trust Company.

(3) That the order of publication may be personally served as provided in section 149 of Article 16 of the Code of Public Laws of Maryland.

(4) That a guardian ad-litem may be appointed for the said minor children.

(5) That your orator may have such other and further relief as his case may require.

May it please your Honor to grant unto your orator the writ of subpoena, and the order of publication to be personally served as provided in Article 16, section 149 of the Code of Public Laws of Maryland, directed to the said Jane Frances Kinzie, Robert W. Kinzie and the Guardian Trust Company of York, Pennsylvania, non-resident defendants, 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.

Benjamin Michaelson — Albert C. Kinzie

Solicitor for Plaintiff. — Plaintiff.

STATE OF PENNSYLVANIA, YORK COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of December, 1943, before me, the subscriber a Notary Public of the State of Pennsylvania, in and for the County aforesaid, personally appeared Albert C. Kinzie and made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) — John A. Stover

My Commission Expires February 21st. 1947 — Notary Public.

Filed Dec. 22" 1943.

PLAINTIFF'S EXHIBIT "A".

I hereby will and bequeath my real estate located at Galesville, Md. to my husband Albert C. Kinzie to be held by him in trust and used for his benefit during his lifetime and upon his death to be sold and the proceeds of such sale to be held in trust for my Grandchildren Jane Frances Kinzie and Robert W. Kinzie and to be paid to them when they reach the age of 21 years.

The Guardian Trust Co. of York, Pa. is hereby appointed Trustee and is to administer

my estate for my Grandchildren upon the death of my husband.

Should my husband have an opportunity to sell the property to advantage he shall be privileged to do so and the proceeds of such sale to be placed in trust.

My husband is to be excused from giving bond to carry out the provisions of this Will.

Dated Balto. Md. Nov. 3rd, 1937.

Virginia M. Kinzie

Witnees:

Anna M. Evans

Samuel F. Evans

If either of my Grand-children should die before the age of 21 years then the entire estate is to go to the survivor.

V. M. Kinzie.

Anne Arundel County, Ss:

On the 7th day of March, 1939, came Albert C. Kinzie and made oath in due form of law that he does not know of any Will or Codicil of Virginia M. Kinzie late of said County deceased, other than the above instrument of writing, and that he received the same from the Testatrix and retained same until delivered to this Court. "All parties notified." Virginia M. Kinzie departed this life on the 3rd day of January, 1939.

Sworn to in open Court.

Test: R. Glenn Prout

Register of Wills for Anne Arundel County

Anne Arundel County, Ss:

On the 7th day of March, 1939, came Anna M. Evans and Samuel F. Evans, subscribing witnesses to the aforegoing last Will and Testament of Virginia M. Kinzie late of said County deceased, and made oath in due form of law that they did see the Testatrix Virginia M. Kinzie sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of their apprehension of sound and disposing mind, memory and understanding; and that they subscribed their names as witnesses to this Will in her presence, at her request and in the presence of each other.

Sworn to in open Court.

Test: R. Glenn Prout

Register of Wills for Anne Arundel County

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Virginia M. Kinzie late of said County deceased, and also the evidence adduced as to its validity, orders and decrees this 7th day of March, 1939, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Virginia M. Kinzie deceased.

Judges: Maynard Carr
Owain E. Owens
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

Virginia M. Kinzie late of said County deceased together with proof and probate thereof taken from Wills Liber W.M.H. 1, folio 393, 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 18th day of October in the year of our Lord, nineteen hundred and forty-three.

(COURT SEAL) R. Glenn Prout

Register of Wills for Anne Arundel County.

Filed Dec. 22" 1943.

ORDER OF PUBLICATION.

The object of this suit is to have the Court construe the Last Will and Testament of Virginia M. Kinzie, and to procure a decree for the sale of a part of the real estate of Virginia M. Kinzie, and to have a trustee appointed in place of the liquidated Guardian Trust Company of York, Pa.

The Bill of Complaint states in substance that Virginia M. Kinzie died testate January 3, 1939, and by her Last Will and Testament, duly admitted to probate in the Orphans Court for Anne Arundel County, she devised her real estate in trust to her husband, Albert C. Kinzie, to be used for his benefit during his lifetime, and further that he shall be privileged to sell the property if it could be sold to advantage, and the proceeds placed in trust for the grandchildren of the testatrix, namely, Jane Frances Kinzie and Robert W. Kinzie; that said real estate consists of 1½ acres of land, more or less, improved by a frame dwelling, at Galesville, Anne Arundel County, Maryland; that the said Albert C. Kinzie has an offer to sell one-half acre of land, unimproved, and that said sale would be an advantage to the minor children.

The Bill further recites that the Guardian Trust Company of York, Pa. (which has been appointed trustee for the administration of the decedent's estate for her grandchildren upon the death of the plaintiff), has been liquidated, and is non-existent, and that a trustee should be appointed to take its place; that because of the language of the Will of the said Virginia M. Kinzie, the plaintiff submits the same to the Court for construction, and for a declaration of his rights; that the minor children are non-residents of the State of Maryland, and that Jane Frances Kinzie lives in Jacksonville, Florida, and Robert W. Kinzie lives in Chambersburg, Pennsylvania.

It is thereupon ordered by the Circuit Court for Anne Arundel County in Equity this 6th day of January, 1944, that the plaintiff, by having a copy of this order of publication personally served on or before the 12" day of February, 1944, on the said non-resident defendants, with an affidavit thereof made before a Notary Public and certified by the person making such personal service, and stating the time and place of service, give notice to said non-resident defendants of the object and substance of the Bill of Complaint, warning them to be and appear in this Court in person or by solicitor on or before the 28" day of February, 1944, to show cause, if any, they may have, why a decree should not be passed as prayed.

John H. Hopkins, 3rd., Clerk.

Filed Jany. 6" 1944.

CERTIFICATE OF SERVICE.

I, J. Glenn Benedict, Esquire, hereby certify that I have this 7th day of January,

1944, personally served a copy of the order of publication issued in the above cause on Robert W. Kinzie, residing at No. 558 Montgomery Avenue, Chambersbury, Pennsylvania, at Trust Co. Bldg. Chambersburg, Pa., at 12.00 o'clock A.M.

J. Glenn Benedict, Affiant.

STATE OF PENNSYLVANIA, FRANKLIN COUNTY, TO WIT:

I HEREBY CERTIFY that on this 8th day of January, 1944, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County aforesaid, personally appeared J. Glenn Benedict, and he made oath in due form of law that the matters and things set forth in the foregoing Certificate of Service are true and bona fide, as therein set forth.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Evelyn L. Heefner

My Com. expires Jan. 5, 1947. Notary Public.

Commonwealth of Pennsylvania, County of Franklin, ss:

I, Mrs. Fred S. Kolb, Prothonotary of the County of Franklin and Clerk of the Court of Common Pleas of said County, which is a Court of Record, having a common seal, being the officer authorized by the laws of the State of Pennsylvania to make the following certificate: Do Certify, that Evelyn L. Heefner before whom the annexed affidavit was made, was at the time of so doing, a Notary Public for the Commonwealth of Pennsylvania, residing at Chambersburg, in said County of Franklin, duly commissioned and authorized to administer oaths and affirmations and to take acknowledgments in said State of Pennsylvania, and to all whose acts as such full faith and credit are and ought to be given as well in courts of judicature as elsewhere; and that I am well acquainted with the handwriting of said Notary Public, and verily believe his signature thereto is genuine, and that said oath or affirmation or acknowledgment purports to be taken in all respects as required by the laws of the State of Pennsylvania.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at Chambersburg, Pa., this 10th day of January, A.D., 1944.

(COURT SEAL) Mrs. Fred S. Kolb,
Prothonotary.
Beulah R. McElroy,
1st Dpty. Prothy.

Filed Jany. 14" 1944

CERTIFICATE OF SERVICE.

I, Charles E. Flynn, hereby certify that I have this 17th day of January, 1944, personally served a copy of the order of publication issued in the above cause on Jane Frances Kinzie, residing at No. 3852 Ortega Boulevard, Jacksonville, Florida, at Fla Theatre Bldg Jacksonville, Florida, at 11:30 o'clock A.M.

Chas. E. Flynn, Affiant.

STATE OF FLORIDA, DUVAL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th day of January, 1944, before me, the subscriber, a Notary Public of the State of Florida, in and for the County aforesaid, personally appeared Charles E. Flynn and he made oath in due form of law that the matters and things

set forth in the foregoing Certificate of Service are true and bona fide, as therein set forth.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) F D Brennan

My commission expires May 1, 1946. Notary Public.
Notary Public, State of Florida at large.

Filed Jany. 22" 1944.

CERTIFICATE OF SERVICE.

I, Robert S. Spangler, Esquire, do hereby certify that I have this seventh day of January, 1944, personally served a copy of the order of publication issued in the above cause on The York County National Bank, Successor Trustee to The Guardian Trust Company of York, Pa., at No. 12 East Market Street, York, Pa., at 10:00 o'clock A.M.

Robert S. Spangler, Affiant.

STATE OF PENNSYLVANIA, YORK COUNTY, TO WIT:

I HEREBY CERTIFY that on this seventh day of January, 1944, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County aforesaid, personally appeared Robert S. Spangler, Esquire, and he made oath in due form of law that the matters and things set forth in the foregoing certificate of service are true and bona fide, as therein set forth.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Helen F. Owings

My Commission Expires April 13, 1947. Notary Public.

Filed Jany. 22" 1944.

In the Matter of the Trust Estate of Virginia M. Kinzie, deceased. Albert C. Kinzie, Plaintiff.
vs.
Robert W. Kinzie and Jane Frances Kinzie, minors, and The Guardian Trust Company of York, Pa.

No. 8587 Equity
In the Circuit Court
for
Anne Arundel County.

Petition to appoint Guardian Ad Litem and Order of Court thereon.

To the Honorable, the Judges of said Court:

The petition of Benjamin Michaelson, Solicitor for the plaintiff, Albert C. Kinzie, respectfully represents:

1. That two of the defendants in this cause, namely, Jane Frances Kinzie and Robert W. Kinzie, are minors, and cannot legally answer in the premises.

2. That your petitioner desires to have this Court appoint a guardian ad litem to represent them as their interests may appear.

Wherefore your petitioner prays this Court to appoint a guardian ad litem for the said minor defendants in this cause, Jane Frances Kinzie and Robert W. Kinzie.

And as in duty bound, etc.

Benjamin Michaelson
Solicitor for Plaintiff.

ORDER OF COURT.

UPON the foregoing petition it is hereby ordered this 4th day of March, 1944, by the

Circuit Court for Anne Arundel County in equity, that Emanuel Klawans be, and he is hereby appointed Guardian Ad Litem for the minor defendants, Jane Frances Kinzie and Robert W. Kinzie, to represent their interests in this cause.

Ridgely P. Melvin, C.J.

Filed March 4th 1944.

Petition to take testimony and Order of Court thereon.

To the Honorable, the Judges of said Court:

The petition of Benjamin Michaelson, Solicitor for the Plaintiff in this cause, Albert C. Kinzie, respectfully represents:

1. That your petitioner desires to take the testimony of the plaintiff, Albert C. Kinzie but in view of the fact that he is a resident of the City of York, State of Pennsylvania, he cannot come to Annapolis to have his testimony taken in the usual manner.

2. That, under the circumstances, your petitioner desires to have the said plaintiff, Albert C. Kinzie, give his testimony by means of interrogatories to be presented to him, before John A. Stover, a Notary Public of the State of Pennsylvania, County of York, on the 15th day of March, 1944, at ten o'clock A.M., at 40 East King Street, York, Pennsylvania.

3. That, after said interrogatories have been answered by the said plaintiff, Albert C. Kinzie, the said John A. Stover, Notary Public as aforesaid, be required to return said interrogatories to the Clerk of this Court, to be filed in this cause as a part hereof.

Wherefore your petitioner prays this Court to pass an order authorizing the said Plaintiff, Albert C. Kinzie to give his testimony as aforesaid, and directing that the interrogatories be returned to the Clerk of this Court to be filed in this cause.

And as in duty bound, etc.

Benjamin Michaelson
Solicitor for Plaintiff.

ORDER OF COURT.

UPON the foregoing petition, it is hereby ordered this 4th day of March, 1944, by the Circuit Court for Anne Arundel County, that Albert C. Kinzie, Plaintiff in the foregoing cause be, and he is hereby authorized and directed to take his testimony, by means of interrogatories, before John A. Stover, a Notary Public of the County of York, State of Pennsylvania, residing at 40 East King Street, York, Pennsylvania on the 15th day of March, 1944, at 10 o'clock A.M.; and it is further ordered that said testimony be returned to the Clerk of this Court within a reasonable time after it has been transcribed, by the said John A. Stover, Notary Public.

Ridgely P. Melvin, C.J.

Filed March 4th 1944.

Answer of guardian ad litem to the bill of complaint.

To The Honorable, The Judges of said Court:

The answer of Emanuel Klawans as guardian ad litem for Robert W. Kinzie and Jane Frances Kinzie, respectfully shows:-

1. That being minors they can neither admit nor deny the allegations made in the bill of complaint; and they submit their rights in this matter to the determination of this Honorable Court.

And as in duty bound, etc.

E. Klawans
Guardian ad litem

Filed March 24" 1944.

Exams. Exh. C.

Galesville Md., Nov. 5, 1943.

Dear Mr. Kinzie:

In reply to your letter of the 27th inst. I am satisfied to have the vacant lot adjoining the house here at Galesville sold for $900.00 and the proceeds placed in trust as provided in the will of Virginia M. Kinzie

I also authorize the Circuit Court of Anne Arundel County, Maryland to appoint a Guardian Ad-Litem to represent my son Robert W. Kinzie in the proceedings in this Court.

Pauline K. Windsor
Mother of Robert W. Kinzie.

Filed May 29" 1944.

Exams. Exh. D.

November 2, 1943.

Dear Grandfather,

Replying to your letter of October 27, 1943, I am entirely satisfied to have you sell the vacant lot adjoining the property on which the house is located at Galesville, Maryland, for $900.00, and the proceeds placed in trust.

I also authorize the Circuit Court of Anne Arundel County, Maryland to appoint a Guardian Ad- Litem to represent me in the proceedings in this court.

Jane Frances Kinzie
Margaret K. Hudnall

To Albert C. Kinzie,
York,Pa.

Filed May 29" 1944.

Exams. Exh. E & F.

The York County National Bank York, Pa.

January 31, 1944

Benjamin Michaelson, Esquire,
Hays Building, Annapolis, Maryland

Re: Trust Estate of Virginia M. Kinzie

Dear Sir:

This will acknowledge your letter of the 28th, enclosing a Petition and answer, in connection with the Trust created by the above decedent.

We are returning the Petition, herewith, for the reason that The Guardian Trust Company did not merge its Trust business with this Institution. They made an accounting in Court for all their Testamentary Trusts, as well as to the individuals, with reference to all the Voluntary Trusts, and the Court, upon Petition of the interested persons, appointed Successor Trustees, and the individuals, who created the Voluntary Trusts, had the same privilege of selecting their Successor Trustee.

It will, therefore, not be necessary that The York County National Bank join in any Petition, or any other instrument, in order to have a Trustee appointed to succeed The Guardian Trust Company, who is appointed under the will of the above decedent, for the

reason that we have never had any interest in this Trust.

Yours very truly,

W. C. Beitzel, Cashier.

January 25, 1944.

Benjamin Michaelson, Esquire,

Hays Building, Annapolis, Maryland

Re: Trust Estate of Virginia M. Kinsey

Dear Sir:

This will acknowledge your letter of January 20th, enclosing a copy of the will of the above decedent, together with other information pertaining to the Trusteeship of The Guardian Trust Company, York, Pa., named in this will.

We have considered this matter further, and we believe that it would be advisable, for the best interest of the persons interested in this Estate, that the Successor Trustee, to be appointed to succeed The Guardian Trust Company, who is going out of business be a Bank or Trust Company located in the county in which the real estate is situated.

We appreciate very much your consideration of our Institution for Appointment as Successor Trustee, but, as above stated, believe it would be for the best interest of all parties concerned, that we do not act.

With kindest regards, we are

Yours very truly,

W. C. Beitzel, Cashier.

Filed May 29th 1944.

Testimony and exhibits on behalf of Plaintiff. May 25th, 1944.

PRESENT:- Mr. Benjamin Michaelson, Solicitor for Plaintiff.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

Testimony of Plaintiff, taken before Notary Public, filed herewith.

Thomas K. Harrison, ---------- 2 to

Royal H. Wigley, ---------- 3 to

Benjamim Michaelson, --------- 4 to 5

INTERROGATORIES.

State of Pennsylvania, County of York, To Wit:

I, John A. Stover, a Notary Public of the State of Pennsylvania, in and for the County of York, do hereby certify that Albert C. Kinzie, plaintiff in this cause, did appear before me on the 15th day of March, 1944, at 10 o'clock A.M. at 40 East King Street, York, Pennsylvania, and after being duly sworn by me, he did reply to the following interrogatories, as hereinafter transcribed:

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

A. Albert C. Kinzie, 515 Ogontz Street, York, Pa. My occupation is, Retired.

2. Q. What was the name of your late wife?

A. Her name was Virginia M. Kinzie.

3. Q. State when Mrs. Kinzie died, and also whether she died testate or intestate?

A. Mrs. Kinzie died on January 3rd. 1939, and she left a last Will and Testament which was probated in the Orphans Court for Anne Arundel County, Maryland, on March 7th, 1939

4. Q. Have you a copy of this Will?

A. Yes, I have, but a certified copy has been filed in this case in the Circuit Court for Anne Arundel County.

5. Q. Do you recall that, by her last Will and Testament, Mrs. Kinzie willed her real estate to you in trust to be used for your benefit during your lifetime, and upon your death the real estate was to be sold, and the proceeds held in trust for her grandchildren, Jane Frances Kinzie and Robert W. Kinzie, and to be paid to them when they reach the age of 21 years?

A. Yes, the first paragraph of my late wife's Will so provides. However the paragraph of this Will states that if I have an opportunity to sell the property to advantage, I shall be privileged to do so provided that the proceeds of such sale be placed in trust. Because of this situation I would like to have this Court declare what my rights are, that is, whether I can sell a part of the real estate in question, which can be done to advantage just now, and also would like to know what must be done about the non-existence of the trustee mentioned in the second paragraph of this Will.

6. Q. What does this real estate consist of, and where is it situated?

A. The real estate consists of a dwelling and a lot of ground containing one and a half acres, situated at Galesville, Anne Arundel County, Maryland, There is about a half acre of this ground which is not really needed in connection with the use of the dwelling.

7. Q. From whom did Mrs. Kinzie get this property?

A. It was willed to her by her Aunt, Carrie Ruth Weedon, who died in October, 1928.

8. Q. Have you received an offer for the purchase of this property, or any part thereof?

A. Yes I received an offer of $900. for slightly more than a half acre, unimproved, .621 acres to be exact, from Henry Smith Crandall and Mary Roberta Crandall, his wife. They have made a deposit of $50.00 on account of the purchase price, and they will pay the balance in cash if the Court authorized me to sell this piece of land

9. Q. Do you think it would be to the best interest of the grandchildren to sell this part of the property?

A. Yes, I do. This price is a good price for this piece of unimproved land, and it would be an advantage to my grandchildren to get that price for it. It really will not affect the sale of the house and nearly an acre of ground which would be left, and I feel certain, from what I know of property in Galesville, that a better price for the unimproved lot would not be obtained. It just so happens that the parties who want to buy it want a lot on which to build a home some day, and it is suitable for them as a building lot.

10. Q. What is the size of the lot, if you know?

A. Well, it was surveyed several months ago, and it fronts on the Galesville road, according to the plat, 99.58 feet and runs back in depth 272.25 feet on one side and 275.60 feet on the other side, with a rear width of 98 feet.

11. Q. Who are the grandchildren of Mrs. Kinzie?

A. There are two grandchildren, both of them are also my grandchildren; they are the

children of my deceased son, Robert W. Kinzie. He was married twice during his life, the first time to Margaret K. Hudnall, to whom the first child Jane Frances, now 20 years old, was born, and after he divorced his first wife, he later married Pauline Windsor and she became the mother of the second child, Robert W. Kinzie, who is now ten years old.

12. Q. Where are these children?

A. My granddaughter, Jane Frances Kinzie, lives in Jacksonville, Fla., and my grandson, Robert W. Kinzie, lives in Chambersburg, Pa.

13. Q. Do you know whether the Guardian Trust Company of York, Pennsylvania, the Trustee appointed by Mrs. Kinzie to administer her estate after your death, is still in existence and doing business?

A. The Guardian Trust Company of York is no longer in business. It has had its affairs liquidated, and it has ceased to exist.

14. Q. Are you satisfied to have the Circuit Court for Anne Arundel County appoint another trustee to carry out the provisions of the Will of Mrs. Kinsie?

A. Yes. I would like to have the Court designate a trustee for this purpose, and also to execute any deed or other instrument to convey the lot.

15. Q. Have you received any letters from your grandchildren, or their mothers in reference to the sale of the lot in question?

A. Yes, I delivered to Mr. Michaelson a letter signed by Jane Frances Kinzie and her mother, and also a letter from the mother of Robert W. Kinzie, signifying their approval of the sale of this lot. I would like to have these letters filed in this case for the attention of the Court.

General Question:

Q. Is there any other matter or thing pertaining to the subject matter of this suit, or to the parties hereto, about which you wish to testify or make a statement?

A. No.

Albert C. Kinzie

Subscribed and sworn to before me, a Notary Public, this 15th, day of March, 1944.

(NOTARIAL SEAL) John A. Stover

My Commission Expires February 21st. 1947 Notary Public.

Thomas K. Harrison, a witness of lawful age, being first duly sworn, deposes and says: (Michaelson)

1. State your name, residence and occupation?

A. Thomas K. Harrison, 15 School st., Annapolis, Md., Real Estate.

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

A. About twenty years in this section.

3. You are also President of the Enterprize Federal and Savings Asso.?

A. Yes.

4. Have you bought and sold property in different parts of the county since you have been in this business?

A. I have, plenty.

5. Are you familiar with property valuations in the county?

A. I am familiar.

6. Have you recently examined the unimproved lot of ground which is a part of the estate of Virginia M. Kinzie in Galesville in the First District of Anne Arundel County?

A. I did.

7. Will you tell the Court the size of that lot, and what you think is a fair market value of the lot?

A. It is 99.58 feet front X 275 feet on one side and 272 on the other. It fronts on the Main road that runs into Galesville. The fair market value of that lot is between $800 and $900.

8. In your opinion do you think the sale of that lot would in any way jeopardize or impair the value of the remaining property?

A. No I don't think so. I saw the other property it is about an acre improved by a large dwelling and small dwelling and in case of sale of that this unimproved lot would not be necessary to make the other property saleable.

9. Do you think it advisable to sub-divide that unimproved lot?

A. No, it would decrease the value of it and would be too small to be of any good to any one in that particular location.

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

A. No.

Thomas K. Harrison

Filed March 16" 1944

Royal H. Wigley, a witness of lawful age, being first duly sworn, deposes and says:- (Michaelson.)

1. State your name, residence and occupation?

A. Royal H. Wigley, 15 School Street, Annapolis, Md. Owner of real estate and that business.

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

A. Around twenty years.

3. Are you also connected with The Enterprize Building Association?

A. Yes, I am Vice-President and a member of the Board of Directors.

4. As a member of the Board have you made a number of appraisals of property which were offered as security for loans by the Association?

A. I have.

5. Are those properties in all parts of the county?

A. Yes.

6. Then from your experience you are familiar with property values in Anne Arundel County?

A. I am.

7. Did you have recent opportunity or occasion to examine a lot of ground unimproved in Galesville, the First District of this county, which is a part of the property of the late Virginia M. Kinzie?

A. I examined that lot.

8. State the size of the lot, its location, and in your opinion what is a fair market value of it?

A. The lot has a frontage of 99.58 feet on the Northwest side of the State Road, with a depth of 275 feet on one side and 272 feet on the other side.

I would say a fair market value would be between $800 and $900

9. Do you think it would be advisable to sub-divide that lot, would that affect the value of it?

A. It would depreciate the value of the lot, as it is now it is regarded as a good building lot.

To the general question under the rule the witness says:- A. No.

Royal H. Wigley

Benjamin Michaelson, a witness of lawful age, being first duly sworn, deposes and says:-

Statement by Mr. Michaelson, Solicitor for Plaintiff.

I wrote the Plaintiff, Albert C. Kinzie, who is a resident of York, Penn. pursuant to an Order of the Circuit Court for Anne Arundel County permitting interrogatories to be sent. These interrogatories were forwarded to Mr. John A. Stover, Notary Public of the State of Pennsylvania for the County of York, and Mr. Kinzie was present at Mr. Stover's office on March 15th, 1944 and answered the interrogatories and they have been returned to this Court and filed on March 16th, 1944 (same attached herewith).

In connection with Mr. Kinzie's testimony reference was made to two letters which were received from the Grandchildren and also the mother of the one child. I offer those letters in connection with his testimony.

-----Letters filed as Exam. Exh. C and D.

Reference is also made in the Bill of Complaint and the testimony to the Last Will and Testament of Virginia M. Kinzie, which said copy of will is now offered and filed as

Exam. Exh. A

In his testimony reference is also made to the Last Will and Testament of Carrie Ruth Weedon, I now offer certified copy of that will and filed as

Exam. Exh. B

The estate of Virginia M. Kinzie has been finally settled and the law complied with in the Orphans Court for Anne Arundel County on March 30th, 1940.

In the Bill of Complaint reference is made to the Guardian Trust Co. of York, Penn. I corresponded with Mr. W. C. Beitzel in reference to whether or not that company would wish to act as Trustee, and was informed by him that the Guardian Trust Company had liquidated its affairs and that its successor, the York County National Bank did not wish to have any interest in the matter and left it to the Circuit Court to appoint a Trustee to succeed the Guardian Trust Company.

Now filed the letters in reference thereto as

Examiner's Exhibits E and F.

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

A. No.

Benjamin Michaelson

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 this Court.

Witness my hand and seal this 29th day of May, 1944.

Jno. S. Strahorn (SEAL)

Filed May 29" 1944. Examiner.

Copy Last Will and Testament of Carrie Ruth Weedon. Recorded in Liber O.B.D. No.4 Folio 371.

I, Carrie Ruth Weedon, of the County of Anne Arundel, in the State of Maryland, being of sound and disposing mind, memory and understanding, do make my last will and testament as follows:

First: I give, devise and bequeath to my niece, Marian Virginia Kinzie, of York, Pennsylvania, all the property, real and personal, of which I shall die possessed. I have given to my said niece certain written requests which I wish her to carry out after my death, but these requests shall not be deemed to be a part of my will and shall not impose any limitation on the absolute estate which I have given her.

Second: I hereby appoint my said niece, Marian Virginia Kinzie, executrix of this my will, and excuse her from giving any bond.

In Witness Whereof, I have hereunto set my hand and seal this 28th day of July, 1925.

Carrie Ruth Weedon (SEAL)

Signed, sealed published and declared by the above named testatrix, Carrie Ruth Weedon, as and for her last will and testament in the presence of us, who, at her request and in her presence and in the presence of each other, have hereunto subscribed our names as witnesses thereto.

William S. Glover

Alice E. Glover

Anne Arundel County, Ss:

On the 13th day of November 1928 came Marian Virginia Kinzie and made Oath in due form of law, that she does not know of any Will or Codicil of late of said County, deceased, other than the above instrument of writing, and that she received the same from Testatrix at time of execution and same has remained in her possession until delivered in this Court.

Testatrix departed this life on or about the 22nd day of October 1928

Sworn to in open Court.

Test: Oden B. Duckett

Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 13th day of November 1928 come William S. Glover and Alice E. Glover, the two subscribing witnesses to the aforegoing last Will and Testament of Carrie Ruth Weedon late of said County, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they subscribed their names as witnesses to this Will in her presence, at her request and in the presence of each other.

Sworn to in open Court.

Test: 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

Carrie Ruth Weedon, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 13th day of November, 1928, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Carrie Ruth Weedon, deceased.

Maynard Carr, C.J.
Judges Lemon Beall, Sr., A.J.
O. E. Owens, 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 Carrie Ruth Weedon, late of said County, deceased, together with the proof and probate thereof, taken from the original, which is one of the records filed, recorded in Wills Liber O.B.D. No. 4, folio 371, etc., and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 19th day of November in the year of our Lord, nineteen hundred and twenty-eight.

(COURT SEAL) Oden B. Duckett
Register of Wills for Anne Arundel County.

Filed May 29" 1944.

SUBMISSION FOR DECREE.

To the Honorable, the Judges of said Court:

The plaintiff, Albert C. Kinzie, by Benjamin Michaelson, his solicitor, respectfully submits the proceedings in this cause to this Court for a decree in the premises.

Respectfully submitted.
Benjamin Michaelson
Solicitor for Plaintiff.

Filed June 26" 1944.

DECREE. June 27, 1944.

This cause standing ready for hearing and having been submitted, the proceedings were read and fully considered by the Court.

It is thereupon, this 27th day of June, 1944, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered, and decreed that the plaintiff, Albert C. Kinzie, be, and he is hereby authorized by the terms of the Last Will and Testament of the late Virginia M. Kinzie, to sell all that lot or parcel of ground containing .621 acres of land, and being an unimproved part of the same property devised to him in trust, as set forth in these proceedings; unto the purchasers, Henry Smith Crandall and Mary Roberta Crandall, his wife, for the sum of $900.00, and it is hereby further adjudged, ordered and decreed that Albert C. Kinzie and Benjamin Michaelson, be, and they are hereby appointed Trustees to take the place of the liquidated Guardian Trust Company of York, Pennsylvania, with full power and authority to exercise the same rights and perform the same duties as would be required of The Guardian Trust Company, of New York, Pa., had it not become liquidated; and it is hereby further adjudged, ordered and decreed by this Court that the said Albert C. Kinzie and Benjamin Michaelson, as said Trustees, shall have the

right to bargain, sell, grant and convey unto the purchaser or purchasers thereof, all of the right, title and interest of the said minor grand-children, in and to the aforesaid .621 acres of land; provided however, that before the said Albert C. Kinzie and Benjamin Michaelson, Trustees, shall proceed to sell said property, they shall first file with the Clerk of this Court a bond to the State of Maryland, executed by each of them and a surety to be approved by the Court, in the penalty of One Thousand Dollars ($1000) 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 then proceed to make private sale of the aforesaid .621 acres of unimproved land for the sum of Nine Hundred Dollars cash, to the purchasers, Henry Smith Crandall and Mary Roberta Crandall, his wife, and as soon as may be convenient after such sale, 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 upon the payment of the whole purchase money, the said trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchasers thereof, to them sold, free, clear and discharged from all claims of the parties hereto, plaintiff and defendants, and of those claiming by, from or under them or any of them; and the said trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Ridgely P. Melvin, Chief Judge.

Filed June 27" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS, That We, Albert C. Kinzie and Benjamin Michaelson, 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 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 28th day of June, Nineteen Hundred and Forty-four.

WHEREAS, by virtue of a Decree passed by the Circuit Court for Anne Arundel County, entitled "In the Matter of the Trust Estate of Virginia M. Kinzie, deceased, and Albert C. Kinzie, Plaintiff, vs. Robert W. Kinzie, et al." bearing date on or about the 27th day of June Nineteen Hundred and Forty-four the said Albert C. Kinzie and Benjamin Michaelson Trustees, were authorized and empowered to make sale of the property described in said proceedings. and the said Albert C. Kinzie and Benjamin Michaelson, Trustees, are 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 Albert

C. Kinzie and Benjamin Michaelson, 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, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness: Albert C. Kinzie (SEAL)

Minnie S. Kinzie Benjamin Michaelson (SEAL)

(CORPORATE SEAL) EAGLE INDEMNITY COMPANY

By: Benjamin Michaelson

Attorney-in-fact.

Filed June 30" 1944.

Report of Sale and Order Nisi thereon. July 6 1944.

This Report of Sale, made this 5th day of July, 1944, by Albert C. Kinzie and Benjamin Michaelson, Trustees, respectfully represents:

1. That, pursuant to a decree of this Court, dated June 27, 1944, and passed in this cause, your petitioners filed their bond as said trustees, and it was duly approved by the Clerk of this Court.

2. That, in pursuance of this authority vested in them by the aforesaid decree, they sold, at private sale, the property consisting of 0.621 acres of land, more or less, situated at Galesville, Anne Arundel County, Maryland, for the sum of Nine Hundred Dollars, to Henry Smith Crandall and Mary Roberta Crandall, his wife.

3. That said purchasers have made a deposit of $100.00 on account of the purchase price, and they have agreed to pay the balance of the purchase price upon final ratification of this sale by the Court.

And as in duty bound, etc.

Respectfully submitted.

Benjamin Michaelson

Albert C. Kinzie, Trustees.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 1st day of July, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson, one of the trustees, 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.

STATE OF PENNSYLVANIA, COUNTY OF YORK, TO WIT:

I HEREBY CERTIFY that on this 5" day of July, 1944, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County aforesaid, personally appeared Albert C. Kinzie, one of the Trustees, 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) John A. Stover, Notary Public.

My Commission Expires Feby. 21" 1947.

ORDER NISI.

Ordered, this 6" day of July, 1944, That the sale of the Real Estate made and reported by Albert C. Kinzie and Benjamin Michaelson, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8" 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 8" day of August next.

The report states the amount of sale to be $900.00

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

Filed July 6" 1944

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 28, 1944.

We hereby certify, that the annexed Order Nisi - Virginia M. Kinzie was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of August, 1944. The first insertion being made the 7th day of July, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By Mrs. W. B. Spivey

Filed August 8" 1944.

ORDERED BY THE COURT, This 9th day of August, 1944 that the sale made and reported by the Trustees 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 Trustees are allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed 10" August 1944.

AUDITOR'S REPORT AND ACCOUNT.

To the Honorable, the Judges of said Court:

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

August 8, 1944. All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Trust Estate of Virginia M. Kinzie, deceased, Albert C. Kinzie, plaintiff, vs. Robert W. Kinzie and Jane Frances Kinzie, minors, and The Guardian Trust Company of York, Pa. in ac. with Albert C. Kinzie and Benjamin Michaelson, Trustees

To Trustees for Commissions	$	$ 54.00
To Trustees for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - court costs	25.75	
Auditor	9.00	44.75
To Trustees for Expenses, viz:		
Capital-Gazette Press - Order nisi on Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's acct.	5.00	
Eagle Indemnity Co. - bond premium	10.00	
Emanuel Klawans - guardian ad litem's fee	4.00	
John S. Strahorn - examiner's fee	8.00	

To Juliet D. Strahorn - stenographer	$ 4.00	$	
Royal H. Wigley - appraiser's fee	7.50		
Thomas K. Harrison - appraiser's fee	7.50		
Benjamin Michaelson - fee for legal services	50.00		
Register of Wills - certified copy of will	2.00		
J. G. Benedict - service and return	2.75		
Walter B. Hayes - service, return & Notary	5.50		
Charles E. Flynn - service and return	5.00		
Notary fees	1.00		117.25
To Albert C. Kinzie and Benjamin Michaelson, Trustees for Robert W. Kinzie and Jane Frances Kinzie, minors - this balance, subject to further order of Court		684.75	
		$900.75	

June 27 1944

Proceeds of Sale	$ 900.00
Refund 1944 taxes - adjusted	.75
	$ 900.75

ORDER NISI.

ORDERED, This 9th., day of September, 1944, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 11th., 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 11th., day of October, next.

John H. Hopkins, 3rd., Clerk.

Filed Sept. 9" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944.

We hereby certify, that the annexed Order Nisi - Eq. 8587 Virginia M. Kinzie vs. Robert W. Kinzie 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 11 day of October, 1944. The first insertion being made the 11 day of September, 1944.

The Capital-Gazette Press, Inc.

By H. White.

Filed Oct. 11th. 1944.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of October, 1944, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, C.J.

Filed October 13" 1944.

Petition of Trustees and Order of Court thereon Order Oct. 20, 1944.

To the Honorable, the Judges of said Court:

The petition of Benjamin Michaelson and Albert C. Kinzie, Trustees for Robert W. Kinzie and Jane Frances Kinzie, respectfully represents:

1. That your petitioners and the duly appointed Trustees of Robert W. Kinzie and Jane Frances Kinzie, minors, your petitioners having been appointed as Trustees by decree of this Court, dated June 27, 1944.

2. That, according to the Auditor's Account, stated in this Court, there is a net balance of $684.75, proceeds from the sale of the real estate mentioned in these proceedings, which is subject to further order of this Court.

3. That the said Jane Frances Kinzie, who was a minor at the time these proceedings were instituted, is now 21 years of age, and is entitled to payment of one half of the said proceedings or $342.37.

4. That your Trustees desire to pay this sum of $342.37 to the said Jane Frances Kinzie under the authority of this Court.

WHEREAS, your petitioners pray this Honorable Court to pass an order authorizing them to pay the sum of $342.37 to the said Jane Frances Kinzie.

AND as in duty bound, etc.

Benjamin Michaelson Trustee

Albert C. Kinzie Trustee

Filed October 18" 1944

ORDER OF COURT.

UPON the foregoing petition, it is hereby ordered this 20th day of October, 1944, by the Circuit Court for Anne Arundel County, in Equity, that the said Benjamin Michaelson and Albert C. Kinzie, Trustees, be, and they are, hereby authorized and directed to pay to the said Jane Frances Kinzie, former minor, who has now reached the age of maturity, the sum of $342.37, the same being her one half share of the proceedings of the sale of the real estate mentioned in the foregoing proceedings.

Ridgely P. Melvin, Judge.

Filed Oct. 20" 1944.

Myrtle Thompson and Charles Thompson, her husband, Margie Thompson and George Thompson her husband, Agnes Denny and Courtney Denny, her husband, Walter Matthews and Cordelia Matthews, his wife, Plaintiffs.	:	No. 8619 Equity In the Circuit Court for Anne Arundel County.
vs.	:	
Gilmore Matthews, Defendant.	:	

Bill of Complaint and certified copy of deed marked "Exhibit A".

To the Honorable, the Judges of said Court:

Your orators, complaining say:

1. That, Harry Matthews, widower, late of Anne Arundel County, State of Maryland, departed this life intestate, on or about the 26th day of September, 1941, seized and possessed of certain real estate consisting of a dwelling and one and three-fourths acres of land, more or less, situate, lying and being in the Seventh Election District of Anne

Arundel County, and being the same property which was conveyed to the said Harry Matthews by Joshua Dennis and Elizabeth Dennis, his wife, by deed dated June 3, 1905, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 42, folio 261, a certified copy of which deed is filed herewith as a part hereof, marked "Plaintiffs' Exhibit A".

2. That said Harry Matthews left surviving him, as his next of kin and heirs-at-law the following children, all adults: Myrtle Thompson, who married Charles Thompson, Margie Thompson, who married George Thompson, Agnes Denny, who married Courtney Denny, Walter Matthews, who married Cordelia Matthews, and Gilmore Matthews, single; that all of said children are residents of Anne Arundel County, State of Maryland, excepting the said Gilmore Matthews, who has been a non-resident for the past several years, and it is not known where he now is.

3. That, since the death of the said Harry Matthews, the said Margie Thompson has been in possession of the premises, and she has been taking care of the property.

4. That said property is not susceptible of division in kind among the several heirs, without loss or injury to them, and in its present condition their respective interests are not of any benefit or value to them, and they desire to have said property sold, and the proceeds divided among them.

5. That it would be to the best interests of all of the parties in interest to have said property sold, and to have the proceeds divided among them, according to their respective interests.

6. That there has been no administration of the estate of the said Harry Matthews, in the Orphans Court for Anne Arundel County, and it is necessary that a notice to creditors be issued, giving notice to them to file any claims that they may have against the said Harry Matthews.

7. That an order of publication issue against the said non-resident defendant, Gilmore Matthews.

To the end, therefore,

(a) That a decree may be passed, appointing a trustee to sell said property, and to convey the same to the purchaser, by a good and merchantable title, and to distribute the proceeds of said sale, according to the interests of the respective parties to this suit.

(b) That an order of publication issue against said non-resident defendant, Gilmore Matthews.

(c) That a notice to Creditors issue, giving notice to creditors of said Harry Matthews to file their claims, if any, in these proceedings.

(d) 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 order of publication giving notice to the said non-resident defendant, Gilmore Matthews, 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.

Myrtle Thompson
Charles Thompson
Margie Thompson
George Thompson
Agnes Denny
Courtney Denny
Walter Matthews
Cordelia Matthews

Benjamin Michaelson
Solicitor for Plaintiffs.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on 13th this day of April, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Margie Thompson, one of the parties of the first part and she made oath in due form of law that the matters and things 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)

Lina Johnson
Notary Public.

Filed April 15" 1944.

PLAINTIFFS' EXHIBIT A

This Deed made this Third day of June in the year nineteen hundred and five, by Joshua Dennis and Elizabeth Dennis, his wife, of the first part and Harry Matthews, of the second part, All of Anne Arundel County, Maryland: Witnesseth:

That for and in consideration of the sum of Two Hundred Dollars ($200.00) the receipt whereof is hereby acknowledged, the parties of the first part have bargained and sold, and by these presents do grant and convey unto the party of the second part, All that tract of land situate in the Eighth Election District of said county containing one and three-fourth acres of land, more or less, which was conveyed to the said Joshua Dennis by James M. Munroe, Assignee, by deed dated the 22nd day of August in the year 1900 and recorded in Land Records of said County in Liber G.W. No. ___ folio ___, being the same property sold by the said Munroe, as assignee, under proceedings in No. 2254 Eq. in the matter of the sale of the mortgaged real estate of Thomas H. Wells, in the Circuit Court for said County.

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

To Have and To Hold the above described property unto and to the proper use and benefit of the party of the second part his heirs and assigns, in fee simple forever.

Witness the hands and seals of the parties of the first part.

Test:

W. P. Weems, J.P.

Joshua Dennis (SEAL)
Elizabeth his X mark Dennis (SEAL)

State of Maryland, Anne Arundel County, SS:

I hereby certify that on this Third day of June nineteen hundred and five, before the subscriber, a Justice of the Peace of the State aforesaid, in and for the County aforesaid,

personally appeared the above named Joshua Dennis and Elizabeth Dennis, his wife, and acknowledged the aforegoing deed to be their respective act and deed.

W. T. Weems, Justice of the Peace.

Recorded 7th June, 1905.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the foregoing Deed was truly taken and copied from Liber G.W. No. 42 folio 261, 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 14th day of April, A.D. 1944.

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

Per: R.E.P.

Filed April 15" 1944

ORDER OF PUBLICATION

The object of this suit is to obtain a decree for the sale of the Real estate mentioned in these proceedings.

The bill of complaint states in substance that Harry Matthews, widower, died on September, 26, 1941, intestate, seized and possessed of a lot of ground containing one and three-fourths acres of land, more or less, improved by a frame dwelling, situated in the Seventh Election District of Anne Arundel County Maryland, and being the same property conveyed to him by Joshua Dennis and wife, by deed dated June 3, 1905, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 42, folio 261; that the said Harry Matthews left surviving him the following children, all adults: Myrtle Thompson, Margie Thompson, Agnes Denny, Walter Matthews, all residents of Anne Arundel County, and Gilmore Matthews, who is a non-resident, and whose address is unknown; that said property is not susceptible of division in kind among the heirs, and it would be to the best interest of all of them to have said property sold, and the proceeds distributed according to their respective interests; that there has been no administration of the estate of the said Harry Matthews and that a Notice to Creditors be issued, and that said property be sold, and the proceeds distributed.

It is thereupon this 15" day of April, 1944, by the Circuit Court for Anne Arundel County in Equity ordered that the plaintiffs, by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County, once a week for four successive weeks before the 16" day of May, 1944, give notice to the said non-resident defendant, Gilmore Matthews, of the object and substance of this bill, warning him to be and appear in this Court, in person or by solicitor, on or before the 1" day of June, 1944, to show cause, if any he may have, why the relief prayed for herein should not be granted.

John H. Hopkins, 3rd., Clerk.

Filed April 15" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., June 10" 1944.

We hereby certify, that the annexed Order Nisi - Myrtle Thomas Vs. Matthews -Equity #8619 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of June, 1944. The first insertion being made the 20th day of April, 1944.

THE CAPITAL-GAZETTE PRESS, INC.
By Doris Spivey

Filed July 15" 1944.

DECREE PRO CONFESSO. July 17, 1944

The defendant, Gilmore Matthews, having been duly summoned by order of publication to appear to the bill of complaint filed herein, and having failed to appear thereto or to file his answer thereto within the time prescribed.

It is thereupon this 17th day of July, 1944, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the bill of complaint be, and it is hereby taken pro confesso against the said defendant, Gilmore Matthews; and it is hereby 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.

Ridgely P. Melvin, Judge.

Filed July 17" 1944.

Myrtle Thompson, et al. No. 8619 Equity

vs. In the Circuit Court for

Gilmore Matthews Anne Arundel County.

Testimony and one exhibit on behalf of the Plaintiffs. July 26th, 1944.

PRESENT:

Mr. Benjamin Michaelson, Solicitor for Plaintiffs.

Decree Pro Confesso, July 17th, 1944.

Mr. Emanuel Klawans, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

Royal H. Wigley, ---------- 2 to 3

Thomas K. Harrison, -------- 4

Myrtle Thompson, ---------- 5 to 6

Charles Thompson, ---------- 7 to 8

Margie Thompson, ---------- 9 to 10

Agnes Denny, ---------- --11 to 12

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

(Michaelson)

1. State your name, residence and occupation?

A. Royal H. Wigley, Annapolis, Maryland, Real Estate business, I am Vice-President of the Enterprise Federal Savings and Loan Association of Annapolis, and buy and sell property in various parts of Annapolis and Anne Arundel County, Maryland.

2. As Vice President of the Enterprise Federal Savings and Loan Asso. you have been called upon very frequently to make appraisements for purposes of loans by the Institution?

A. I have.

3. You are familiar with property values in Anne Arundel County?

A. Yes.

4. How long have you been associated with the Enterprise Federal Savings and Loan Association?

A. Since 1925.

5. Recently you had occasion to visit the property formerly belonging to Harry Matthews, deceased, situate near Shadyside?

A. I saw it and inspected it recently.

6. What does it consist of?

A. A two story frame dwelling without any modern improvements such as bath or electricity, is not a modern house, and one and three fourths acres of land. It is situate near Shadyside in the 7th District of Anne Arundel County.

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

A. $1200 to $1500.

8. Is this property, in your opinion, susceptible of division in kind among the parties entitled, some five or six different heirs?

A. It would be detrimental, it could not be divided in kind without destroying the value of it.

9. In your opinion it would be to the best interest then to have the property sold and the proceeds divided amongst those entitled to it?

A. It is my opinion it should be sold to divide it.

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

A. No.

Royal H. Wigley.

Thomas K. Harrison, a witness of lawful age, being first duly sworn, deposes and says:- (Michaelson)

1. State your name, residence and occupation?

A. Thomas K. Harrison, Eastport, Md.; I am President of the Enterprize Federal Savings and Loan Association of Anne Arundel County and dealer in real estate.

2. Are you familiar with property values in Anne Arundel County?

A. I am.

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

A. 19 to 20 years.

4. Did you have occasion recently to inspect and appraise the property of Harry Matthews late of Anne Arundel County, situate in the 7th District?

A. I did.

5. What does this consist of?

A. Two story frame dwelling, no modern improvements and 1 3/4 acres of land.

6. In your opinion, what is a fair market value of this property?

A. Between $1500 and $1200.

7. Do you think it would be to the best interest of the parties who have an interest in it that this property be sold?

A. I think that would be the best.

8. Is it susceptible of partition among the various heirs without impairing the value of it?

A. No.

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

A. No.

Thomas K. Harrison

Myrtle Thompson, a witness of lawful age, being first duly sworn, deposes and says:-

(Michaelson.)

1. State your name and residence?

A. Myrtle Thompson, wife of Charles Thompson, live at Shadyside, Anne Arundel County, Maryland.

2. What was your father's name?

A. Harry Matthews.

3. Is he living or dead?

A. He is dead.

4. When did he die?

A. September 26th, 1941.

5. Your mother had died before your father?

A. That's right, ten years before.

6. What property did your father own during his life time, and at the time of his death?

A. Just the two story frame dwelling and one and three quarters acres of land situate in the 7th District near Shadyside.

7. I show you a deed from Joshua Dennis and wife to Harry Matthews dated June 3rd, 1905 is that the property which your father died seized of?

A. Yes.

--------Deed offered in evidence as Exam. Exh. 1

8. This property does not have any modern improvements?

A. No.

9. Are you satisfied to have the property sold and the proceeds divided amongst you?

A. Yes, we are.

10. Do you think the property could be divided among the different heirs without destroying the value of it?

A. No.

11. What do you think is a fair market value of it?

A. I would think not less than $1500 considering prices now.

12. What children did your father leave when he died besides yourself?

A. Gilmore Matthews, he was single when last heard of him, he has been gone from home for nine years, don't know where he is or anything concerning him.

13. Do you know whey he left home?

A. He left because he stole some money from my husband, Charles Thompson.

14. Approximately how much money did he take?

A. $241.

15. I believe Charles is satisfied to take $200 to settle the bill?

A. That's right.

16. Are you satisfied that Charles be paid back the $200 out of the proceeds of sale that Gilmore would have?

A. Yes.

17. What other heirs?

A. Walter Matthews, my brother, and his wife, Cordelia.
Margie Thompson, wife of George Thompson,
Agnes Denny, wife of Courtney Denny.

That's all there are no other brothers or sisters living or deceased, and these are all of full age.

18. Was there any administration on the estate of your father in the Orphans Court?

A. No sir.

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

A. No.

Myrtle Thompson

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

(Michaelson)

1. State your name and residence?

A. Charles Thompson, Shadyside, Maryland.

2. You are the husband of Myrtle Thompson, who just testified?

A. Yes.

3. Did you know Harry Matthews during his life time?

A. All my days.

4. You know when he died?

A. Yes, September 26th, 1941.

5. What property did he have at the time of his death?

A. He left the piece of property he got from Joshua Dennie, a two story frame dwelling and one and three fourths acres of land near Shadyside in the 7th District.

6. Who survived him as his heirs at law?

A. Myrtle Thompson, my wife, Agnes Denny, and Courtney Denny her husband Margie Thompson wife of George Thompson Walter Matthews, husband of Cordelia Matthews, Gilmore Matthews.

7. Is Gilmore Matthews at Shadyside now?

A. No sir.

8. Do you know when he left Shadyside?

A. About nine years ago.

9. What was the situation there at the time he left?

A. At the time he left, because he took my money, $241.

10. Where were you at the time he took this money?

A. I was working and my wife was home, he was living in my home.

11. You are satisfied to have the Court pay you out of his share of the estate how much money?

A. $200.

12. You are interested in having one of the sisters buy this property?

A. Yes, Margie, the youngest.

13. That's why you are not asking for the full amount because you don't want her to pay any more than she has to and yet want it to bring whatever the fair price is?

A. That's right.

14. Do you think this property is susceptible of being divided in kind among the heirs without impairing its value?

A. No sir.

15. Do you think it would be to the best interest of all the heirs to have the property sold?

A. Yes.

16. What, in your opinion, is a fair market value of the property?

A. My opinion, about $1500.

17. You know something about value of houses down there?

A. Yes I do.

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

A. No sir, not anything more.

Charles M. Thompson

Margie Thompson, a witness of lawful age, being first duly sworn, deposes and says:-

(Michaelson)

1. State your name and residence?

A. Margie Thompson, wife of George Thompson, live at Shadyside, Md.

2. You are a daughter of Harry Matthews and live in the house he left?

A. Yes, I am living in that same house.

3. When did your father die?

A. September 26th, 1941.

4. What property did he leave at the time of his death?

A. This two story frame dwelling, it is an old building about 38 years old, has no modern improvements, and has 1 3/4 acres of land to it.

5. Who are the children and heirs at law of your father?

A. Myrtle and Charles Thompson her husband, Agnes and Courtney Denny, her husband, Walter Matthews and Cordelia his wife, Margie Thompson and George Thompson her husband, Gilmore Matthews. They are all the children and all of full age.

6. Is Gilmore living in Anne Arundel County now?

A. No he has been away from home for nine years.

7. Do you know the circumstances that caused him to leave home?

A. Yes, he took my brother-in-law's money, about $241.

8. Have you seen him or heard from him since he left?

A. No.

9. Did he ever pay Charles back as far as you know?

A. No he did not.

10. Do you think this property is capable of being divided in kind among the five heirs entitled to it?

A. No sir.

11. Would you say it was to the best interest of all that the property be sold and the money divided among you?

A. Yes.

12. What do you think is a fair value of this property?

A. I will say about $1500 too.

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

A. No.

14. You are desirous that this property be sold?

A. Yes.

15. You are satisfied that Charles Thompson be paid $200 out of the proceeds of sale out of the money due Gilmore Matthews from the sale?

A. Yes.

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

A. No.

Margie Thompson

Agnes Denny, a witness of lawful age, being first duly sworn, says:-

(Michaelson)

1. State your name and address?

A. Agnes Denny, wife of Courtney Denny, live at Shadyside, Md.

2. You are a daughter of Harry Matthews, deceased?

A. Yes.

3. When did your father die?

A. September 26th, 1941.

4. What property did he leave at the time of his death?

A. This two story frame dwelling, it is an old building about 38 years old, has no modern improvements, and has 1 3/4 acres of land to it.

5. Who are the children and heirs at law of your father?

A. Myrtle and Charles Thompson her husband, Agnes and Courtney Denny, her husband, Walter Matthews and Cordelia his wife, Margie Thompson and George Thompson her husband, Gilmore Matthews. They are all the children and all of full age.

6. Is Gilmore living in Anne Arundel County now?

A. No he has been away from home for nine years.

7. Do you know the circumstances that caused him to leave home?

A. Yes, he took my brother-in-law's money, about $241.

8. Have you seen him or heard from him since he left?

A. No.

9. Did he ever pay Charles back as far as you know?

A. No he did not.

10. Do you think this property is capable of being divided in kind among the five heirs entitled to it?

A. No sir.

11. Would you say was to the best interest of all that the property be sold and the money divided among you?

A. Yes.

12. What do you think is a fair value of this property?

A. I will say about $1500 too.

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

A. No.

14. You are desirous that this property be sold?

A. Yes.

15. You are satisfied that Charles Thompson be paid $200 out of the proceeds of sale out of the money due Gilmore Matthews from the sale?

A. Yes.

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

A. No.

Agnes Denny

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

Witness my hand and seal this 9th day of Aug. 1944.

Emanuel Klawans (SEAL)

Examiner.

Filed August 9" 1944.

DECREE FOR SALE.

This cause standing ready for hearing, and being submitted, the proceedings were read and fully considered by the Court.

It is thereupon, this 22nd day of August, 1944, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the property mentioned in the proceedings be sold; 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 Two Thousand Dollars ($2000) 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, having given 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 cash, upon 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, upon the ratification of the sale by this Court, and upon 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, 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 wherewith he shall appear to have discharged his trust.

And it is hereby further ordered by this Court that the said Trustee, at the time said property is advertised for sale, publish a notice to creditors, giving notice to any creditors of the said Harry Matthews, deceased, whose estate was not administered in the Orphans Court for Anne Arundel County, or of those claiming by, from or under him, to file their claims in these proceedings within 60 days from the date of the first insertion of the advertisement of sale.

Ridgely P. Melvin, Judge.

Filed Aug. 22" 1944.

BOND.

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 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 12th day of September, Nineteen Hundred and Forty-four.

WHEREAS, by a decree of the Circuit Court for Anne Arundel County, entitled "Myrtle Thompson and Charles Thompson, her husband, et al., Vs. Gilmore Matthews, Equity No.8619" bearing date on or about the 22nd day of August, Nineteen Hundred and forty-four 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 of 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.

Lina J. Harper

Benjamin Michaelson (SEAL)
Trustee

(CORPORATE SEAL) EAGLE INDEMNITY COMPANY
By: Benjamin Michaelson
Attorney-in-fact.

Filed Sept.15" 1944.

Myrtle Thompson and Charles Thompson, her husband, et al.
Vs.
Gilmore Matthews, Defendant.

No. 8619 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 Benjamin Michaelson, Trustee, to make sale of certain real estate hereinmentioned , respectfully shows:

That, whereas by a decree of the Circuit Court dated August 22, 1944, and passed in this cause, the said Benjamin Michaelson, Trustee, was authorized to sell the property described in these proceedings, and whereas the said Benjamin Michaelson, Trustee, after giving bond with security for the faithful performance of his trust, and after having complied with all the other pre-requisites as required by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for at least three successive weeks before the day of sale, did under and by virtue of the power of sale contained in said decree, and pursuant to said notice, attend at the Court House door in the City of Annapolis, Maryland, Saturday, September 16, 1944, 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 these proceedings and particularly described as follows:

All that tract of land situated near Shadyside, in the Seventh Election District of Anne Arundel County, containing one and three-fourths acres of land, more or less, and being the same property which was conveyed to Harry Matthews by Joshua Dennis and wife, by deed dated June 3, 1905, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.W. No. 42, folio 261.

And the said Trustee sold the above described property to Margie Thompson and George Thompson, her husband, for the sum of FIFTEEN HUNDRED DOLLARS, they being at that sum the highest bidders therefor, and the said purchasers made a deposit of THREE HUNDRED 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 sale by the Court.

Respectfully submitted.

Benjamin Michaelson, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of September, 1944, 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 Sept. 19" 1944.

Advertisement of Sale & Purchaser's Agreement and Auctioneer's Certificate.

George W. Scible, Auctioneer. Trustee's Sale of Real Estate

Situated in the Seventh Election District of Anne Arundel County, Md., Near Shadyside.

Under and by virtue of the power of sale contained in a decree of the Circuit Court for Anne Arundel County dated August 22, 1944, and passed in a cause entitled "Myrtle Thompson, et al, plaintiff, vs. Gilmore Matthews, defendant," No. 8619 Equity in said Court pending, the undersigned trustee will sell at public auction at the Court House door in the City of Annapolis, on Saturday, Sept. 16, 1944 at 11:00 o'clock A.M.

All that tract of land situated near Shadyside, in the Seventh Election District of Anne Arundel County, containing one and three-fourths acres of land, more or less, and being the same property which was conveyed to Harry Matthews by Joshua Dennis and wife, by deed dated June 3, 1905, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.W. No. 42, folio 261.

This property is improved by a 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 are to be adjusted to the day of sale.

Benjamin Michaelson, Trustee,

15 School Street, Annapolis, Md.

WE HEREBY CERTIFY that we have this 16th day of September, 1944, purchased the property mentioned in these proceedings from Benjamin Michaelson, Trustee, for the sum of Fifteen Hundred Dollars, and we hereby agree to comply with the terms of sale.

Test: Margie Thompson (SEAL)

Lina J. Harper George Thompson

Purchasers.

I HEREBY CERTIFY that I have this 16th day of September, 1944, sold the property mentioned in these proceedings to Margie Thompson and George Thompson, for the sum of Fifteen Hundred Dollars they being at that price the highest bidder therefor.

WITNESS my hand and seal.

Test: Lina J. Harper Geo. W. Scible (SEAL)

Auctioneer.

Filed Sept. 19" 1944.

ORDER NISI.

Ordered, this 19th day of September, 1944, 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 21st 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 21st day of October next.

The report states the amount of sale to be $1500.00

John H. Hopkins, 3rd., Clerk.

Filed Sept. 19" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944.

We hereby certify, that the annexed Order Nisi - Myrtle Thompson vs. Gilmore Matthews Eq. #8619 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 21 day of October, 1944, The first insertion being made the 21 day of September, 1944.

The Capital-Gazette Press, Inc.

Filed Nov. 10" 1944 By H. White.

Ordered by the Court, This 10th day of November, 1944 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 Nov. 10" 1944.

AUDITOR'S REPORT AND ACCOUNT.

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Myrtle Thompson, et al. vs. Gilmore Matthews in ac. with Benjamin Michaelson, Trustee

To Trustee for Commissions		$ 76.50	
To Trustee for Fee (Order of 11/9/44)		75.00	$ 151.50
To Trustee for Court costs, viz:			
Plaintiffs' Solicitor's appearance fee		10.00	
Clerk of Court - Court costs		19.50	
Auditor		13.50	43.00
To Trustee for Expenses, viz:			
Capital-Gazette Press - Order of Publication		34.00	
Capital-Gazette Press - advertising & notice		33.00	
Capital-Gazette Press - handbills		5.50	
Capital-Gazette Press - Order Nisi on Sale		5.00	
Capital-Gazette Press - Order Nisi on Acct.		5.00	
Eagle Indemnity Co. - bond premium		10.00	
Emanuel Klawans - Examiner		4.00	
Juliet D. Strahorn - stenographer		5.00	
Clerk of Court - certified copy		1.00	
Thos. K. Harrison - appraiser's fee		7.50	
Royal H. Wigley - appraiser's fee		7.50	
Benj. Michaelson - traveling expense-auto		5.00	
Lina Johnson - notary fees		1.00	123.50
Balance for distribution to heirs of Harry Matthews, subject to direct inheritance tax -	$1,182.00		
To Trustee for Inheritance Taxes, viz:			
Register of Wills - 1% direct inheritance tax on $1,182.00			11.82
Net Balance for distribution - $1,170.18			
Distributed as follows:			
To Myrtle Thompson, daughter- one-fifth		234.04	
To Margie Thompson, daughter - " "		234.04	
To Agnes Denny, daughter - " "		234.04	
To Walter Matthews, son - " "		234.03	
To Gilmore Matthews, son-	$234.03		
Less Claim of Charles Thompson	200.00	34.03	
To Charles Thompson - claim filed against Gilmore Matthews, subject to exceptions		200.00	1,170.18
			$1,1500.00

Sept. 16 1944 Proceeds of Sale $1,500.00

ORDER NISI.

ORDERED, This 20th day of November, 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 21st., day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st., day of December next.

John H. Hopkins, 3rd., Clerk.

Filed Nov. 20" 1944

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 13, 1944.

We hereby certify, that the annexed Order Nisi - Eq. 8619 Myrtle Thompson et al vs. Gilmore Matthews 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 21 day of December, 1944. The first insertion being made the 23 day of November, 1944.

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

Filed Jan. 23" 1945

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, This 25th day of Jany., 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 Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark Judge.

Filed Jany. 25" 1945.

In the Matter of the Estate of Elizabeth	:	No. 8621 Equity
Jane Kurtz, Infant	:	In the Circuit Court for
In the Orphans Court of Baltimore City	:	Anne Arundel County.

CERTIFIED COPIES.

The State of Maryland, Baltimore City, Sc.

To all Persons to whom these Presents shall come, Greeting:

KNOW YE, that on this 11th day of January, in the year of our Lord nineteen hundred and forty four Elizabeth Kurtz is appointed by the Orphans' Court of Baltimore City, Guardian, to Elizabeth Jane Kurtz Born Sept. 23, 1928 Infant child of Elizabeth Kurtz and Joseph Kurtz deceased; and the said Elizabeth Kurtz being here present in said Court accepted of the said Guardianship, and gave Bond with securities who are approved of by the said court, for the faithful performance of her duty as Guardian to the said infant in the penalty of $500.00 (Bond filed and recorded.)

WITNESS, PHILIP L. SYKES, Esq., Chief Judge of the Orphans' Court of Baltimore City, this 11th day of January, in the year of our Lord nineteen hundred and forty four

(COURT SEAL) Test: John H. Bouse
Register of Wills for Baltimore City.

In the Matter of the Estate of
Elizabeth Jane Kurtz, Infant.

In the Orphans' Court
of Baltimore City

On the foregoing petition and affidavit, it is ordered by the Orphans' Court of Baltimore City, this 12th day of January, 1944, that a warrant to appraise property of Elizabeth Jane Kurtz, Infant, in the aforegoing petition mentioned, be issued to two of the standing appraisers of this Court for the purpose of sale thereof under the Act of 1924, Chap. 456, as amended by the Act of 1939, Chap. 512.

Philip L. Sykes

Leo J. Cummings
Samuel Lasch

IN TESTIMONY, That the aforegoing is a true copy taken from one of the Records of the proceedings of the Orphans' Court of Baltimore City. I hereunto subscribe my name and affix the seal of the said Court, the 13th day of April in the year of our Lord nineteen hundred and forty four

(COURT SEAL) TEST: John H. Bouse

Register of Wills for Baltimore City.

On application by the petition of Elizabeth Kurtz, guardian of Elizabeth Jane Kurtz, it is ordered by the Orphans' Court of Baltimore City this 15th day of January, 1944, that the said guardian sell at public sale, for the highest offer, she having first given a public notice thereof ___ times for 3 successive weeks in one of the daily newspapers and also of the time, place, manner and terms of sale, or at private sale, for the best price obtainable, but at not less than the appraised value, all the fee-simple interest, estate, right, title, property, claim and demand of the said infant of, in, to or out of a certain lot of ground situate in the First Election District of Anne Arundel County, in the State of Maryland, and described as Lot Numbers 2674 and 2675, contained in an inventory of property returned by the said guardian to the Court as being real estate belonging to the said infant, and the terms of said sale shall be as follows, namely, cash.

It is further ordered that the said guardian return a full and particular account of the sale of said property and of her proceeding relative thereto as soon as may be convenient thereafter to the Court.

Philip L. Sykes
Leo J. Cummings
Samuel Lasch

In Testimony, That the aforegoing is a true copy taken from one of the Records of The proceedings of the Orphans' Court of Baltimore City. I hereunto subscribe my name and affix the seal of the said Court, the 13th day of April in the year of our Lord nineteen hundred and forty four

Test: John H. Bouse
Register of Wills for Baltimore City.

In the Orphans' Court of Baltimore City.

2/23 1944

Ordered, That the Sale of the Real Estate of Elizabeth Jane Kurtz Minor, made by Elizabeth Kurtz the Guardian of the said Minor, and reported to this Court by the said Guardian on the 17th day of January last, be and the same is hereby ABSOLUTELY RATIFIED

AND CONFIRMED; --no cause having been shown to the contrary, although notice by publication hath been given according to law.

Philip L. Sykes
Leo J. Cummings
Samuel Lasch

In Testimony, That the aforegoing is a true copy taken from one of the Records of the proceedings of the Orphans' Court of Baltimore City. I hereunto subscribe my name and affix the seal of the said Court, the 13th day of April in the year of our Lord nineteen hundred and forty four .

(COURT SEAL) TEST: John H. Bouse
Register of Wills for Baltimore City.

In the Matter of the Estate
of Elizabeth Jane Kurtz, Infant

January 17, 1944.
In the Orphans Court of
Baltimore City.

Ordered, that the sale of the real estate of Elizabeth Jane Kurtz, minor, made by Elizabeth Kurtz, the guardian of the said minor, and this day reported to this Court, by the said guardian, be ratified and confirmed, unless cause be shown to the contrary on or before the 18th day of February, 1944; provided a copy of this order be inserted in some daily newspaper published in the City of Baltimore, at least once a week for three successive weeks, before the said 18th day of February, 1944.

The report states the amount of sale to be $200.00, for 2/3 interest.

Philip L. Sykes
Leo J. Cummings
Samuel Lasch
Judges.

In Testimony, That the aforegoing is a true copy taken from one of the Records of the proceedings of the Orphans' Court of Baltimore City. I hereunto subscribe my name and affix the seal of the said Court, the 14th day of April in the year of our Lord nineteen hundred and forty-four.

(COURT SEAL) TEST: John H. Bouse
Register of Wills for Baltimore City.

Filed April 17" 1944.

In the Matter of Edith M.	:	No. 8624 Equity.
Harras, non compos mentis.	:	In the Circuit Court for
	:	Anne Arundel County.

Petition for commission de lunatico inquirendo, and certificates of examining physicians.

To the Honorable, the Judge of said Court:

The petition of Paul A. Harras, of Anne Arundel County, State of Maryland, respectfully represents:

1. That Edith M. Harras, his wife, is now and for several years past has been of

unsound mind and a lunatic, and she is now confined in the Spring Grove State Hospital, and that she is not capable of the government of herself, or the management of her affairs or her estate; and your petitioner files herewith affidavits deposing to the insanity of the said Edith M. Harras.

2. That your petitioner and the said Edith M. Harras are the purchasers, under a contract of sale, of a certain lot of ground and improvements, situated at Galesville, in the First Election District of Anne Arundel County, Maryland, from Mr. Albert W. Woodfield.

3. That, because of the mental condition of the said Edith M. Harras, and because of the change in the circumstances of your petitioner, said property is of no further particular interest to them or either of them, and there are no funds available to continue the expense of maintaining it by making repairs, paying taxes and insurance, and it would be to the best interest and advantage of the said Edith M. Harras, non compos mentis, to have said property sold.

4. That your petitioner has recently obtained a purchaser for said property and its contents, consisting of some household furniture, for the sum of Three Thousand Dollars ($3,000), which is a very good price for said property.

5. That, before said sale can be consummated, and the title to said property conveyed to the prospective purchaser, it is necessary that the said Edith M. Harras be legally adjudicated non compos mentis, and a committee or trustee be appointed to act for the said Edith M. Harras, and be authorized to transfer all of her right, title and interest in said property to the purchaser thereof.

Wherefore, your petitioner prays this Honorable Court that a commission may be issued to the Sheriff of Anne Arundel County to inquire into the lunacy of the said Edith M. Harras; that a committee be appointed to manage the person and estate of the said Edith M. Harras, that, in due course, said committee be authorized to bargain, sell, and transfer to the purchaser, all of the right, title and interest of the said Edith M. Harras in said property; that your petitioner may have such other and further relief as his case may require.

And as in duty bound, etc.

Benjamin Michaelson
Solicitor for Petitioner.

Paul A. Harras,
Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 13th day of April, 1944, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Paul A. Harras, petitioner, and he made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Lina Johnson, Notary Public.

State of Maryland, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 22nd day of April, 1944 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally ap-

peared Silas W. Weltmer, M. D. who made oath in due form of law that he is and has been for the past 14 years an attending neuropsychiatrist at the Spring Grove State Hospital, Catonsville, Maryland; that Edith M. Harras was admitted as a patient in the Spring Grove State Hospital on the 2nd day of December, 1940 and has been ever since and is now a patient therein; that in the course of his duties he has been ever since and is now a patient therein; that in the course of his duties he has attended the said Edith M. Harras from time to time, and particularly within the past four days prior to the execution of this affidavit; that from the opportunity afforded him of observing the said Edith M. Harras, he is convinced that she is now and has been for sometime past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage her property or to execute a valid deed of contract; that the cause of such mental disability is Cerebro-Spinal Lues;

That the nature of such mental disability is Tabo-paresis - with defective Meurosy, reason and judgment -poor vision and gait defect due to the damage of her luetic infection to her brain and nervous system that the extent and probable duration of the incompetency of the said Edith M. Harras is total inability to exercise normal reason and judgment in the managment of her personal and business affairs and in my opinion will remain so for the rest of her life.

He is further of the opinion that it would be seriously detrimental to the said Edith M. Harras both physically and mentally, to require her to appear before a Court as a witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate.

Silas W. Weltmer, M. D.
Affiant.

Sworn to before me this 22nd day of April, 1944
(NOTARIAL SEAL) B. Compton Graham
My commission expires May 1st., 1945 Notary Public.

State of Maryland, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 22 day of April, 1944 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared John G. Runkel M.D. who made oath in due form of law that he is and has been for the past 32 years an attending neuropsychiatrist at the Spring Grove State Hospital, Catonsville, Maryland; that Edith M. Harras was admitted as a patient in the Spring Grove State Hospital on the 2nd day of Dec. 1940 and has been ever since and is now a patient therein; that in the course of his duties he has been ever since and is now a patient therein; that in the course of his duties he has attended the said Edith M. Harras from time to time, and particularly within the past four days prior to the execution of this affidavit; that from the opportunity afforded him of observing the said Edith M. Harras he is convinced that she is now and has been for sometime past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage her property or to execute a valid deed of contract; that the cause of such mental disability is Cerebro Spinal Lues

That the nature of such mental disability is Tabo Paresis characterized by poor memory, lack of judgment & reasoning power, poor vision & defective gait, that the extent and

probable duration of the incompetency of the said Total Edith M. Harras is Total inability to exercise normal reason & judgment in her business & personal affairs & the probable duration is for the remainder of her life in my opinion. He is further of the opinion that it would be seriously detrimental to the said Edith M. Harras both physically and mentally, to require her to appear before a Court as a witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate.

John G. Runkel M.D.

Affiant

Sworn to before me this 22nd day of April, 1944

(NOTARIAL SEAL) B. Compton Graham

My commission expires May 1st., 1945 Notary Public

Filed April 24th., 1944.

ORDER TO ENTER APPEARANCE

Mr. Clerk:

Please enter my appearance in the above entitled matter for Edith M. Harras.

William J. McWilliams, Solicitor.

Filed May 17" 1944.

Writ De Lunatico Inquirendo.

MARYLAND, SCT.

THE STATE OF MARYLAND,

To Joseph H. Griscom Sheriff of Anne Arundel County, Greeting:

BECAUSE WE HAVE RECEIVED INFORMATION THAT Edith M. Harras, of said county, now is and for some time past has been so far deprived of her reason and understanding that she is unfit and unable to govern herself, or manage her affairs to her own great detriment and our manifest prejudice, and we being willing to take care for the indemnity of the said Edith M. Harras in this behalf COMMAND YOU, that you diligently inquire by the Oaths of twelve honest and lawful men of your Bailiwick, by whom the truth of the matter may be better known, whether the said Edith M. Harras be so far deprived of her understanding that she is altogether unfit and unable to govern herself or to manage her affairs as before stated or not, and if she be, then from what time and how long, and in what manner; and if she enjoys lucid intervals; and when the said Edith M. Harras, being in such condition aliened any lands or tenements? and if so, then what lands and what tenements and where and when? and to whom or what persons, and in whose hands or what persons' hands the lands and tenements so aliened are? and how and in what manner; and what lands and what tenements yet remain and of whom; or what persons, as well as the lands and tenements so aliened, as the lands and tenements so retained to herself are holden; and by what persons and how; and in what wanner, and how much they are worth by the year in all issues, and who is next of kin and of what age?

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

James Barrett Grover Emerick

Joseph M. Armstrong C. Carroll Worthington

Nicholas Rosati	Carl S. Thomas
Frank Duvall	Charles H. Sherman
Adolph Braum	Samuel Hardesty
James Murphy	Robert L. Sears

WITNESS the Honorable Ridgely P. Melvin, Chief Judge of the Circuit Court for Anne Arundel County, the 6th. day of March A.D. 1944.

ISSUED the 24th day of April A.D. 1944.

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

Filed July 15" 1944

Inquisition held in Circuit Court of Anne Arundel County, July 15, 1944

Joseph H. Griscom, Sheriff.

Waiver of appearance at Sheriff's Inquisition.

Mr. Clerk:

As attorney for Edith M. Harras, non compos mentis, I hereby waive her appearance at the Sheriff's Inquisition to be held on July 15, 1944, at ten o'clock A.M. in the Court room, I, as her attorney, having accepted service of notice of said hearing, required to be served on the said Edith M. Harras, non compos mentis.

William J. McWilliams

Attorney for Edith M. Harras.

Filed July 15th., 1944.

RETURN OF INQUISITION.

THIS inquisition, taken this 15th day of July, 1944, in the City of Annapolis, Anne Arundel County, State of Maryland, before Joseph H. Griscom, Esquire, Sheriff of Anne Arundel County, in pursuance of the annexed writ de lunatico inquirendo to him directed, issued out of the Circuit Court for Anne Arundel County, upon the oaths or affirmations of the following twelve jurors; James Barrett, Joseph Armstrong, Nicholas Rosatti, Frank Duvall, James Murphy, Grover Emerick, T. Carroll Worthington, Carl S. Thomas, Charles H. Sherman, Robert L. Sears, Samuel Hardesty and Adolph Braun, good and lawful men of the bailiwick, who being sworn and charged upon their oaths and affirmations to inquire into the sanity of Edith M. Harras, witnesseth:

That the said jurors aforesaid do find that the said Edith M. Harras in the said writ named, is of unsound mind and a lunatic, without lucid intervals, so that she is not capable of the government of herself or the management of her estate, and that she hath been in such state of mind for more than a year past, but how she became so the jurors aforesaid cannot say unless by the visitation of God.

And the said jurors do also find that the said Edith M. Harras owns jointly with her husband, Paul A. Harras, a lot of ground and improvements, and contents, valued at approximately $3,000, situated at Galesville in the First Election District of Anne Arundel County; nor do they find that she hath, when in such unsound mind aliened any part thereof; and that the nearest of kin to the said Edith M. Harras is her husband, Paul A.Harras.

In witness whereof, as well the jurors aforesaid, as the said Joseph H. Griscom, Esquire, Sheriff, have hereto subscribed their names and affixed their seals this 15 day of July, 1944.

James H. Barrett (SEAL)
Joseph M. Armstrong (SEAL)
Nicholas Rosati (SEAL)
Frank M. Duvall (SEAL)
James Murphy (SEAL)
Grover Emerick (SEAL)
T. Carroll Worthington (SEAL)
Carl S. Thomas (SEAL)
Charles H. Sherman (SEAL)
Robert L. Sears (SEAL)
Samuel Hardesty (SEAL)
Adolph C. Braun (SEAL)

Joseph H. Griscom, (SEAL)
Sheriff of Anne Arundel County.

Filed July 17" 1944.

Order of Court confirming inquisition and appointing committee.

ORDER OF COURT.

The return of the inquisition taken by the Sheriff in the above case having been submitted for confirmation, and said return and the other proceedings having been read and considered.

It is thereupon, this 19th day of July, 1944, by the Circuit Court for Anne Arundel County, adjudged and ordered that the said inquisition be, and it is hereby, confirmed.

And it is further ordered that Benjamin Michaelson and William J. McWilliams be, and they are hereby appointed committee of the person and estate of the said Edith M. Harras with full power and authority to take charge of and manage the property, and to assume the control of the person of the said Edith M. Harras, under direction of this Court; but before the said Benjamin Michaelson and William J. McWilliams shall proceed to act as such committee, they shall give bond in the amount of Three Thousand Dollars, to the State of Maryland, with sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of their duties as such committee.

James Clark Judge.

Filed July 22" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS, that we, Benjamin Michaelson and William J. McWilliams of Anne Arundel County, State of Maryland, as Principals, and Eagle Indemnity Company of New York, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of $3,000, to be paid to the State of Maryland, aforesaid; to the payment whereof, well and truly to be made, we hereby bind ourselves, our and each of our heirs, personal representatives and assigns, jointly and severally, firmly by these presents, sealed with out seals, and dated this 19th day of July, 1944.

WHEREAS, the above bounden, Benjamin Michaelson, and William J. McWilliams, by virtue of an order of the Circuit Court for Anne Arundel County, have been appointed committee of the person and estate of Edith M. Harras, "In the matter of Edith M. Harras, non compos mentis, Equity No. 8624, now pending in said Court".

NOW, THEREFORE, THE CONDITION of the above obligation is such that if the above bounden, Benjamin Michaelson and William J. McWilliams, do and shall well and faithfully perform

the trust reposed in them by said order, or that may be reposed in them by any future order in the premises, then this obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of
Lina J. Harper (CORPORATE SEAL)

Benjamin Michaelson (SEAL)
William J. McWilliams (SEAL)
Eagle Indemnity Company,
By Benjamin Michaelson,
Attorney-in-fact.

Filed July 22" 1944.

In the Matter
of
Edith M. Harras, non compos mentis.

No. 8624 Equity
In the Circuit Court for
Anne Arundel County.

Testimony on behalf of Petitioner.

PRESENT: Mr. Benjamin Michaelson, Solicitor for Petitioner.
Mr. William J. McWilliams notified does not desire to be present.
Mr. John S. Strahorn, Examiner.
Juliet D. Strahorn, Court Stenographer.

------Agreement of counsel to waive signatures.

WITNESSES:-

Paul A. Harras, ---------- 2 to 3
Royal H. Wigley, ---------- 3½ to 4
Thomas J. Harrison, --------- 5

Paul A. Harras, the Plaintiff, being first dily sworn, deposes and says:-

(Michaelson)

1. State your name and residence?

A. Paul A. Harras, I live at Galesville, Anne Arundel County, Maryland.

2. You are the husband of Edith M. Harras?

A. Yes.

3. Where is your wife, Edith M. Harras now?

A. Now confined at Spring Grove State Hospital, been there since December 2nd, 1940.

4. You and Mrs. Harras own a little piece of property at Galesville, Anne Arundel County?

A. Yes.

5. What does it consist of?

A. Four room log bungalow and lot 75 X 296 feet.

6. This is the same property you purchased under Contract of Sale from Albert Woodfield?

A. Yes.

7. Mrs. Harras is in no condition to manage her affairs?

A. She is not.

8. You instituted legal proceedings to have her adjudicated incompetent so you could dispose of the property, and she has been so adjudicated?

A. Yes.

9. Why do you want to sell it?

A. I have no use for the property, am all by myself and I work in Washington and get

home late, it is too much trouble and bother to keep the house since her illness, all of our plans have been changed.

10. You think it would be to the best interest of both of you to have it sold?

A. That's right.

11. You have a proposition or contract tentatively to sell it?

A. That's right. I have a contract with a man to buy it for $3,000, and have agreed to sell it for $3,000 if the Court should authorize the sale.

12. You think that is a fair price for the property?

A. I think it is a very good price.

13. From what you understand as to your wife's condition based on the examination and report made by the doctors who attend her at Spring Grove, her condition is regarded as incurable?

A. That's correct, the doctors tell me absolutely no hope.

Offer and re-file for the purpose of the records the two certificates of Dr. S.W. Weltner and Dr. John G. Runkel attached to the Petition in this case.

Signature waived by agreement of counsel.

Royal H. Wigley, a witness of lawful age, being first duly sworn, deposes and says:- (Michaelson)

1. State your name, residence and occupation?

A. Royal H. Wigley, 15 School st., Annapolis, Md. I am Vice-President of Enterprize Federal Building and Loan Association.

2. Do you own real estate in Anne Arundel County?

A. Yes.

3. You have bought and sold real estate in Anne Arundel County over the years?

A. Yes.

4. For how long?

A. 20 years.

5. Are you familiar with property values in Anne Arundel County?

A. Yes.

6. In your position as Vice-President have you made appraisals for loans for this association?

A. I have.

7. That has been any number in different parts of the county?

A. Yes.

8. You are a member of the appraisal committee?

A. That's correct.

9. Did you have occasion not very long ago to visit the Village of Galesville in Anne Arundel County and appraise the property that belongs to Paul A. Harras and Edith M.Harras?

A. I did.

10. Will you tell the Court what that property consists of?

A. It consists of a log siding bungalow built on a lot 75 X 262 contains four rooms and bath, rooms are small. It fronts on what would be the end of the road at Galesville that goes to the left.

11. What, in your opinion, would be a fair market value of that property?

A. $3,000.

----Certified copy of the Contract offered which is recorded in Liber F. A. M. 140 folio 254.

12. Do you think it is to the best interest of the parties that the property be sold under the conditions existing as to the mental condition of Edith M. Harras?

A. Yes.

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

A. No.

Signature waived by agreement of counsel.

Thomas K. Harrison, a witness of lawful age, being first duly sworn, deposes and says: (Michaelson)

1. State your name, address and occupation?

A. Thomas K. Harrison, Annapolis, Md.; President of the Enterprize Savings and Loan Asso. of Annapolis, Md.

2. Also engaged in what other business?

A. Real Estate and Insurance.

3. You own some property in Anne Arundel County and have bought and sold property in this county?

A. Yes, for twenty-five years.

4. Are you familiar with property in various parts of the county?

A. I am.

5. In your position as President of the Wnterprize Savings and Loan Asso. you have inspected a number of properties from time to time in the matter of applications for loans?

A. Yes.

6. Did you recently have the opportunity to appraise the property of the Harras' at Galesville?

A. I did, I went with you and Mr. Wigley to the premises about a month and a half ago.

7. Will you tell the Court what this property consists of and what, in your opinion, is a fair market value of it?

A. Four room bungalow built of log siding, I consider $3,000 a fair value.

8. Do you know the approximate sixe of the lot on which this bungalow is situate?

A. 75 X 262 feet.

9. Under the conditions of Mrs. Harras she being mentally incompetent do you think it to the best interest to have the property sold?

A. I think so.

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

A. No.

Signature waived by agreement of counsel.

Benjamin Michaelson, the Attorney for the Petitioner herein, being duly sworn, now says:-

I want to state that the property which is the subject of this suit is one of the

lots which was sold to Paul A. Harras and Edith M. Harras by Albert W. Woodfield and Louise W. Woodfield under Contract of Sale of January 20th, 1935 recorded among the Land Records of Anne Arundel County in F. A. M. 140, folio 254, the lot in this case is designated as Lot No. 1 on a Plat which is of record.

Certified copy of the Contract is filed.

To the general question under the rule the witness says:

A. No.

Signature waived by agreement of counsel.

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

Witness my hand and seal; this 23 day of August, 1944.

Jno. S. Strahorn (SEAL)
Examiner.

Filed August 23" 1944.

EXAMINER'S EXH. 1

THIS CONTRACT OF SALE, made this 20th day of July, 1935 by and between Albert W. Woodfield, and Louise _ Woodfield, his wife, parties of the first part, Vendors, of Anne Arundel County, State of Maryland, and Paul A. Harras and Edith_Harras, his wife, parties of the second part, Vendees, of the City of Washington, District of Columbia, Witnesseth:

That for and in consideration of the sum of Twenty-five Hundred Dollars ($2500.00), one Hundred Dollars ($100.00) of which has been paid prior to the signing of this Agreement, and the balance to be paid as hereinafter provided, the said parties of the first part do hereby bargain and sell to the said Paul A. Harras and Edith Harras, his wife, parties of the second part, their heirs and assigns, all those two lots or parcels of ground and improvements thereon situate, lying and being in the First Election District of Anne Arundel County, in the Village of Galesville, and designated as Lots No. 1 and 2 as shown on a plat recorded with a deed from John Edward Hopkins and Jessie M. Hopkins his wife, to Albert W. Woodfield dated December 10, 1932, and recorded among the land records of Anne Arundel County in Liber F. S. R. No. 113 folio 49.

The said parties of the second part do hereby agree to make payment of the balance of twenty-four Hundred Dollars ($2400.00) owing on the purchase price, as follows: Fifteen Dollars ($15.00) each and every month hereafter on account of said principal sum, plus additional monthly payments of interest thereon to accrue, said interest payments to be reduced in amounts as said monthly payments of said principal are made, payments to be due on the 18th day of each and every month hereafter.

It is hereby agreed that after the said parties of the second part pay the amount of Five Hundred Dollars ($500.00) on account of said principal sum, the said parties of the first part will execute a deed for said property conveying the same to the said parties of the second part, at the Vendees' expense, by a good and merchantable title, and the said parties of the first part do hereby agree to take a mortgage for the unpaid balance of the purchase price on the same terms of payment as hereinbefore set forth, said payments continuing until the balance of said principal and interest thereon to accrue are fully paid.

And it is hereby agreed that the said parties of the second part shall pay taxes and insurance on said property from the time of the execution of this Contract of Sale.

The said parties of the first part do hereby agree to turn over possession of the premises to the said parties of the second part upon the execution of this Agreement.

It is hereby further agreed that in the event the said parties of the second part default in payments as hereinbefore provided for a period of sixty (60) days, then the said parties of the first part shall have the right, at their option, to terminate this contract and to retain all monies paid hereunder as rent for the use and occupancy of said premises, and the said parties of the first part shall have the further right to take possession of the premises and hold the same as if this contract had never been made.

Witness the hands and seals of the parties to this Agreement

Test: William R. Woodfield. Albert W. Woodfield (SEAL)

Test: Louise M. Woodfield (SEAL)

Louise M. Woodfield Paul Harras (SEAL)

Edith Harras (SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 20 day of July, 1935, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Albert W. Woodfield and Louise _ Woodfield, his wife, parties of the first part, Vendors, and each acknowledged the aforegoing instrument to be their act and Contract of Sale.

Witness my hand and Notarial Seal)

(_____ ____) ALBERT S. MAUK J.P.

Notary Public.

CITY OF WASHINGTON, DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY, that on this 20 day of July, 1935, before me, the subscriber, a Notary Public of the District of Columbia, in and for the City aforesaid, personally appeared Paul A. Harras and Edith Harras, his wife, and each duly acknowledged the aforegoing instrument to be their act and Contract of Sale.

Witness my hand and Notarial Seal.

(JUSTICE OF THE PEACE SEAL) ALBERT S. MAUK, J.P.

NOTARY PUBLIC

RECORDED JULY 25, 1935 at 10 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify that the foregoing Contract of Sale are truly taken and copied from Liber F. A. M. No. 140 folio 254, one of the Land record books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 17th day of August, A.D. 1944

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

Filed August 23" 1944.

PETITION FOR DECREE.

To the Honorable, the Judges of said Court:

The petition of Benjamin Michaelson and William J. McWilliams, committee of Edith M.

Harras, non compos mentis, wife of Paul A. Harras, respectfully represents:

1. That the said Edith M. Harras has been formally adjudicated non compos mentis, and your petitioners were duly appointed her committee by this Court on July 19, 1944; and said committee has duly qualified by filing bond in the full and just sum of Three Thousand Dollars.

2. That said property has been appraised for the sum of Three Thousand Dollars, as will appear by reference to the testimony filed herein.

3. That Paul A. Harras, husband of the said Edith M. Harras, made a tentative contract of sale of said property to George Carberry and Lois Rhodes Carberry, his wife, for the sum of Three Thousand Dollars, and he joins in this petition to consent to the passing of a decree by this Court for a private sale of the property to the said purchasers thereof.

4. That your petitioners are of the opinion that it is to the best interest of all the parties in interest that said property be sold, and that the price of Three Thousand Dollars ($3,000.00) is a fair price for said property.

Wherefore your petitioners pray this Court to pass a decree authorizing them as the committee of Edith M. Harras to negotiate and complete the sale of the property as aforesaid, and to convey the interest of the said Edith M. Harras in said property to the purchasers thereof by a good and merchantable title.

And as in duty bound, etc.

Benjamin Michaelson
William J. McWilliams
Committee-Petitioners.

I hereby join in this petition to express my approval of its contents.

Paul A. Harras

Filed Aug. 26" 1944.

SUBMISSION FOR DECREE.

To the Honorable, the Judge of said Court:

We, the undersigned attorneys for the parties in interest, do hereby respectfully submit proceedings in this cause for immediate decree.

Benjamin Michaelson
Attorney for Petitioner.
William J. McWilliams
Attorney for Edith M. Harras.

Filed Aug. 29" 1944.

DECREE FOR SALE. August 30, 1944.

This cause standing ready for hearing, and the testimony, exhibits, and petition of the committee, having been submitted, the proceedings were read and fully considered by the Court.

It is thereupon this 30th day of August, 1944, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the property mentioned in these proceedings be sold; that the said Benjamin Michaelson and William J. McWilliams, as the committee of Edith M. Harras, be, and they are hereby authorized to make private sale of the property mentioned in these proceedings to George Carberry and Lois Rhodes Carberry, his

wife, for the sum of Three Thousand Dollars to be paid in cash, and upon ratification of said sale by the Court, the said committee 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, upon the ratification of the sale by this Court, and upon the payment of the whole purchase money, (and not before) the said committee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchasers, their heirs and assigns in fee simple, the property and estate of the said Edith M. Harras, to them sold, free, clear and discharged from all claims of the parties in interest, and those claiming by, from, or under them, or either of them; and the said committee 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 committee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Ridgely P. Melvin, Judge.

Filed Aug. 30" 1944.

REPORT OF SALE AND ORDER NISI THEREON.

In the Matter of Edith M. Harras, non compos mentis.

No. 8624 Equity
In the Circuit Court for
Anne Arundel County.

To the Honorable, the Judges of said Court:

The Report of Sale of Benjamin Michaelson and William J. McWilliams, Committee of Edith M. Harras, non compos mentis, respectfully represents:

1. That, pursuant to a decree of this Court, dated August 30, 1944, and passed in this cause, said Committee sold at private sale the property mentioned in these proceedings, being Lot No. 1 as shown on a Plat recorded in Liber F.S.R. No. 113, folio 49, and being one of the lots referred to in a Contract of Sale between Albert W. Woodfield and Louise _ Woodfield, his wife, and Paul A. Harras and Edith _ Harras, his wife, recorded in Liber F. A. M. No. 140, folio 254, to George H. Carberry and Lois Rhodes Carberry, his wife, for the sum of Three Thousand Dollars, and said purchasers have made a deposit of Five Hundred Dollars, on account of said purchase price and have agreed to pay the balance of Twenty-five Hundred Dollars, upon final ratification of this sale by this Court.

2. That said sale was fairly made.

And as in duty bound, etc.

Respectfully submitted.
Benjamin Michaelson
William J. McWilliams
Committee of Edith M. Harras.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 8th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson and William J. McWilliams, Committee, and made oath in due form of law that the matters and things set forth in the foregoing report of sale are true and

bona fide, and that said sale was fairly made.

(NOTARIAL SEAL) Lina Johnson

Notary Public.

ORDER NISI.

Ordered, this 8th day of September, 1944, That the Private sale of the Real Estate made and reported by Benjamin Michaelson and William J. McWilliams, Committee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of October next.

The report states the amount of sale to be $3,000.00

John H. Hopkins, 3rd., Clerk.

Filed Sept. 8" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944

We hereby certify, that the annexed Order Nisi - Edith M. Harras - Eq. 8624 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 10 day of October, 1944. The first insertion being made the 14 day of October, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed Oct. 11th., 1944

ORDERED BY THE COURT, This 13th day of October, 1944, that the sale made and reported by the Committee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Committee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, C.J.

Filed Oct. 13" 1944.

AUDITOR'S REPORT AND ACCOUNT.

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of Edith M. Harras, non compos mentis in ac. with Benjamin Michaelson and William J. McWilliams, Committee

To Committee for Commissions, viz	$120.00	$
To Committee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	18.75	
Gilbert G. Miller - Sheriff's costs	1.70	
Auditor - stating this account	9.00	
Defendant's Solicitor's appearance fee	10.00	49.45

To Committee for Expenses, viz:		
Capital-Gazette Press - Order Nisi on Sale	$ 5.00	
Capital-Gazette Press - " " _____	5.00	
Eagle Indemnity Co. - bond premium	25.00	
John S. Strahorn - examiner	8.00	
Juliet D. Strahorn - stenographer	6.50	
Dr. John G. Runkel - professional services	5.00	
Dr. Silas W. Weltmer - " "	5.00	
B. Compton Graham - notary fees	1.00	
Jos. H. Griscom - Sheriff's expenses incident to inquisition	56.60	
Royal H. Wigley - appraiser's fee	7.50	
Thos. K. Harrison - appraiser's fee	7.50	
Benj. Michaelson - professional services (Order of 11/9/44)	100.00	
Clerk of Court - certified copy	1.50	
One-half Federal revenue stamps	1.65	
One-half State revenue stamps	1.50	
Benj. Michaelson - traveling expense-auto	5.00	
Lina Johnson - notary fees	1.00	$ 242.75
To Paul A. Harras and Edith Harras, his wife - this balance		2,590.25
		$3,002.45

Sept. 8 1944

Proceeds of Sale	$3,000.00
Refund 1944 taxes - ($12.65-adj.)	2.45
	$3,002.45

ORDER NISI.

ORDERED, This 20th., day of November, 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 21th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st., day of December, next.

Filed Nov. 20" 1944 John H. Hopkins, 3rd., Clerk.

CERTIFICATE OF PUBLICATION Annapolis, Md., December 13, 1944.

We hereby certify, that the annexed Order Nisi - Eq 8624 - Edith M. Harras 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 21 day of December, 1944. The first insertion being made the 23 day of November, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed Dec. 22" 1944

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 Committee 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 Dec. 28" 1944

Petition, Consent of Committee and Order of Court thereon Feb. 5, 1945.

To the Honorable, the Judges of said Court:

The petition of Paul A. Harras, husband of Edith M. Harras, by Benjamin Michaelson, his Solicitor, respectfully represents:

1. That your petitioner paid from his own earnings on account of the purchase price, of the property in these proceedings, and also the taxes and insurance, from 1940 to 1944, during the period that the said Edith M. Harras has been confined in the Spring Grove State Hospital, and that said expenditures are as follows:

On account of purchase price, (principal and interest)	$979.96
Taxes 1940--1944	51.76
Fire Insurance	12.80
	$1044.52

2. That in view of the fact that said property has been sold, and your petitioner's wife, the said Edith M. Harras, is to have one-half of the net proceeds of said sale distributed to her, your petitioner is requesting that he be reimbursed from her share of the proceeds, the sum of $522.26, which is one-half of the above sum expended by your petitioner as hereinbefore set forth.

Wherefore your petitioner prays this Court to pass an order authorizing and directing the said Benjamin Michaelson and William J. McWilliams, Committee of Edith M. Harras, to pay your petitioner the aforesaid sum of $522.26.

And as in duty bound, etc.

Benjamin Michaelson
Solicitor for Petitioner

Consent of Committee

The Committee of Edith M. Harras hereby consents to the passing of an order by this Court authorizing the aforesaid payment of $522.26.

Benjamin Michaelson
William J. McWilliams
Committee

Filed Feb. 5" 1945

ORDER OF COURT.

Upon the foregoing petition and consent of Committee, it is hereby ordered this 5th day of February, 1945, by the Circuit Court for Anne Arundel County that Benjamin Michaelson and William J. McWilliams, Committee of Edith M. Harras, be and they are hereby authorized to pay to the said Paul A. Harras the sum of $522.26 from the proceeds of the sale of the property mentioned in the foregoing proceedings.

Ridgely P. Melvin, Judge

Filed Feby. 5" 1945.

In the Matter of the Sale of the Mortgag:	No. 8544 Equity.
ed Real Estate of A. Hamilton Dougherty :	In the Circuit Court for
and Mary C. Dougherty, his wife. :	Anne Arundel County.

ORIGINAL MORTGAGE.

THIS PURCHASE MONEY MORTGAGE, Made this 18th day of March in the year nineteen hundred and forty-two, by and between A. Hamilton Dougherty and Mary C. Dougherty, his wife, Mortgagors of Anne Arundel County in the State of Maryland, of the first part, and Farmers & Merchants Bank, a Corporation, of Upper Marlboro, Maryland, Mortgagee, of the second part.

WHEREAS the parties of the first part stand justly indebted unto the Farmers & Merchants Bank, a Corporation, in the full and just sum of Fourteen hundred and eighty and 20/100 Dollars ($1480.20), current money of the United States, said sum being the balance of the deferred purchase price of the hereinafter described property, and to secure the same the said parties have executed and delivered their one, joint and several, principal, promissory note of even date herewith for the said sum of $1480.20, drawn to the order of the Farmers & Merchants Bank bearing interest at the rate of 6% per annum, payable in monthly installments of $25 on the 8th day of each and every month hereafter until paid, the said payments to be applied first to accrued interest and the balance to principal.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor, A. Hamilton Dougherty and Mary C. Dougherty, his wife, do grant and convey unto the said Mortgagee, Farmers & Merchants Bank, a Corporation, its successors and assigns, in fee simple, all that lot or parcel of ground situate and lying in Anne Arundel County aforesaid, and described as follows:

All that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and more particularly described as follows:

Beginning for the said lot of land at a sassafras post standing on the West side of the public road leading across Tracey's Bridge and running N 34° 45' W. 4.28 perches to a holly tree now standing on the East side of Tracey's Creek marked two blazes and six notches, thence running down said Creek S. 65° 8 2/5 perches, S. 46° 30' W. 4.08 perches S. 14° W. 4.58 perches to a red oak tree standing near the abutment of said bridge and marked as aforesaid, thence leaving said Creek and running with the West side of the before mentioned public road N. 18° 30' W. 3 1/2 perches to a post, thence N. 58° 55' E. 12.64 perches to the place of beginning, containing 66.6 square perches of land, more or less.

And being all of the same property described in a deed from the Farmers & Merchants Bank, a Corporation, of Upper Marlboro, Maryland, to A. Hamilton Dougherty and Mary C. Dougherty, his wife, of even date herewith and intended to be recorded prior hereto.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Farmers & Merchants Bank, a Corporation, its successors and assigns, forever.

PROVIDED, that if the said parties of the first part their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Fourteen hundred and eighty and 20/100 Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the parties of the first part, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, ---------- public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, ------ assessments, public dues, charges, mortgage debt and interest, the said parties of the first part, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Farmers & Merchants Bank, a Corporation, its successors or assigns, or Frank M. Hall, its Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Twenty-five and 00/100 dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and 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 Frank M. Hall its said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt

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

AND the said parties of the first part for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least ___ Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, 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: A. Hamilton Dougherty (SEAL)

Maynard Roberts Mary C. Dougherty (SEAL)

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, TO WIT:

I Hereby Certify, that on this 18th day of March in the year nineteen hundred and forty-two before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared A. Hamilton Dougherty and Mary C. Dougherty, his wife the Mortgagors named in the aforegoing Mortgage and each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Frank M. Hall, Agent of the within named Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and further made oath that he is the Agent of the within named Mortgagee and duly authorized to make this Affidavit.

(NOTARIAL SEAL) Maynard Roberts, Notary Public.

Received for Record March 20, 1942
at 10-45 o'clock A.M. Same day recorded in Liber J.H.H. No. 257, Fol. 26 &c.

Filed Aug. 24" 1943.

ASSIGNMENT.

THE FARMERS & MERCHANTS BANK hereby assigns the within mortgage to Eugene Childs for the purpose of collection and foreclosure.

IN TESTIMONY WHEREOF the Farmers & Merchants Bank has caused this Assignment to be executed by its President, attested by its Cashier, and it Corporate Seal affixed, this 10th day of August, 1943.

Attest: (CORPORATE SEAL) Farmers & Merchants Bank

William H. Brooke, Cashier. By Frank M. Hall, (SEAL)
President.

Received for Record 24th day of August, 1943, at 9:15 o'clock A.M. and the same day recorded in Liber J.H.H., No. 257, Fol. 28, Land Records of Anne Arundel County.

Affidavit as to Military Service.

I, William H. Brooke, Cashier of the Farmers and Merchants Bank, do hereby make oath in due form of law that to the best of my own personal knowledge A. Hamilton Dougherty and Mary C. Dougherty, his wife, are in no way connected in any military service of the

United States.

Wm. H. Brooke

Subscribed and sworn to, before me, a Notary Public, this_day of September in the year 1943.

(NOTARIAL SEAL) Michael T. Wyvill, Notary Public.

Filed Sept. 21" 1943.

BOND.

KNOW ALL MEN BY THESE PRESENTS, that we, Eugene P. Childs, Principal, and The Royal Indemnity Company, a corporation of the State of New York Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWO THOUSAND DOLLARS ($2,000.00) to be paid to the State of Maryland aforesaid; to the payment whereof, well and truly to be made, we hereby bind ourselves, our and each of our heirs, personal representatives and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 20th day of September in the year Nineteen hundred and forty-three.

WHEREAS the above bounden Eugene P. Childs, by virtue of the power contained in a mortgage from A. Hamilton Dougherty and Mary C. Dougherty, his wife, to Farmers and Merchants Bank, a Corporation of Upper Marlboro, Maryland, dated the 18th day of March in the year 1942 and recorded among the land record books of Anne Arundel County in Liber J.H.H. No. 257 folio 26 and assigned to Eugene P. Childs by short Assignment dated the 10th day of August in the year 1943 and duly recorded, is about to sell the land and premises described in said mortgage, default having been made in the payment of the mortgage as specified and in the conditions and covenants therein contained.

NOW THEREFORE, the condition of this obligation is such, that if the above bounden Eugene P. Childs, Assignee, shall well and faithfully execute the office of Assignee named in said Mortgage according to law, and shall in all respects discharge the duties of him required by law as Assignee aforesaid, without any damage to any person interested in the faithful performance of the said office, then the above obligation to be void, otherwise to be in full force and virtue in law.

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

in the presence of (CORPORATE SEAL) THE ROYAL INDEMNITY COMPANY

W. H. Evans By Wilhelmina P. Hopkins, Atty. in fact.

Filed Sept. 21st. 1943.

In the Matter of the Sale of the Mortgaged Real Estate of A. Hamilton Dougherty and Mary C. Dougherty, his wife.

No. 8544 Equity.
In the Circuit Court for
Anne Arundel County.

STATEMENT OF MORTGAGE CLAIM.

Amount of mortgage from A. Hamilton Dougherty and Mary C. Dougherty, his wife to Farmers and Merchants Bank, a corporation dated the 18th day of March in the year 1942 and recorded among the land record books of Anne Arundel County in Liber J.H.H. No. 257 folio 26 $1347.87

6% Interest due thereon from 9/8/42 78.67

Total amount of mortgage debt and interest $1426.54

State of Maryland, Prince George's County, to wit:

I hereby certify that on this 14th day of August in the year 1943, before me, the

subscriber, a Notary Public of the State and County aforesaid, personally appeared William H. Brooke, Cashier of the Farmers and Merchants Bank, a corporation and made oath in due form of law that the above Statement of Mortgage Claim is true to the best of his knowledge and belief and that he is duly authorized to make this affidavit.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Maynard Roberts

Notary Public.

Filed Sept. 21" 1943.

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

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 A.Hamilton Dougherty and Mary C. Dougherty, his wife dated the 18th day of March in the year 1942 and recorded among the land record books of Anne Arundel County in Liber J.H.H. No. 257 folio 26, the said Eugene P. Childs, Assignee of the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, 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, September 21 1943, at 11:00 o'clock A.M., and then and there sold the said property to Farmers and Merchants Bank, a Corporation, of Upper Marlboro, Maryland at and for the sum of Five hundred ($500.00) dollars, he being at that figure the highest bidder therefor, said property being the following: All that tract or lot of land situate in the Seventh Election District of Anne Arundel County, bordering on Tracey's Creek and containing 66.6 square perches 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 sale and has also received the Purchaser's Agreement to comply with the terms of sale which are as follows:

Terms of Sale: A cash deposit of $300.00 will be required of the purchaser or purchasers 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.

Respectfully submitted.

Eugene P. Childs, Assignee

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 21 day of September in the year 1943, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Eugene P. Childs, Assignee, in the above Report of Sale, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Wilhelmina P. Hopkins,

Notary Public.

Advertisement of Sale William B. Elliott, Auctioneer.

ASSIGNEE'S SALE of valuable improved Waterfront Property Situated on Traceys Creek in the Seventh District of Anne Arundel Co.

By virtue of a power of sale contained in a mortgage from A. Hamilton Dougherty and Mary C. Dougherty, his wife, dated March 18, 1942, and recorded in J.H.H. No. 257 folio 26, one of the land record books of Anne Arundel County, said mortgage being in default and having been assigned unto the undersigned for the purpose of foreclosure, the Assignee will offer at Public Sale at the Court House Door in the City of Annapolis, Maryland, on Tuesday, September 21, 1943, at 11 o'clock A.M.

All of that property in said mortgage mentioned and described as follows:
All that lot described as containing 66.6 square perches of land, more or less, and bordering on Tracey's Creek, and being particularly described in the above-mentioned mortgage. This property is improved by a two-story frame dwelling, with all modern conveniences, a pump house and garage, and is excellently situated for a summer home.

Terms of Sale: A cash deposit of $300 will be required of the purchaser or purchasers 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.

Eugene P. Childs, Assignee.

14 Church Circle, Annapolis, Md.

Annapolis, Maryland, September 21, 1943.

This is to certify that I have this 21st day of September 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 Farmers and Merchants Bank, a Corporation, of Upper Marlboro, Maryland, at and for the sum of Five hundred ($500.00) Dollars, it being then and there the highest bidder for said property.

Witness: Wilhelmina P. Hopkins. William B. Elliott, Auctioneer.

Annapolis, Maryland, September 21, 1943.

I hereby certify that I have this 21st day of September in the year 1943, purchased from Eugene P. Childs, Assignee, the property situated in the Seventh Election District of Anne Arundel County and described more particularly by said advertisement, at and for the sum of Five hundred ($500.00) Dollars and do hereby agree to comply with the terms of sale.

Farmers and Merchants Bank, a corporation,

Witness: of Upper Marlboro, Md.

Wilhelmina P. Hopkins. By Eugene P. Childs, Agent

ORDER NISI.

Ordered, this 21st day of September in the year 1943, that the sale of the real estate mentioned in these proceedings made and reported by Eugene P. Childs, Assignee, be ratified and confirmed, unless cause to the contrary thereof 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.

The Report states that the amount of sales to be $500.00.

Filed Sept. 21" 1943 John H. Hopkins, 3rd., Clerk.

CERTIFICATE OF PUBLICATION Annapolis, Md., Oct. 15, 1943.

We hereby certify that the annexed Order Nisi - Equity 8544 - A. Hamilton Dougherty 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 October, 1943. The first insertion being made the 23rd day of September, 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By Blanche Bryan.

Filed Oct. 25" 1943.

Ordered, by the Court, this 25th day of October in the year 1943, that the sale made and reported by the Assignee aforesaid, be and the same is hereby ratified and confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause, and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, C.J.

Filed Oct. 25" 1943

In the Matter of the Sale of the Mortgaged Real Estate of A. Hamilton Dougherty and Mary C. Dougherty, his wife.

No. 8544 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 A. Hamilton Dougherty and Mary C. Dougherty, his 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 - Court costs	18.75	
Auditor - stating this account	9.00	37.75
To Assignee 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	
Wm. B. Elliott - auctioneer's fee	10.00	

To H. A. Warfield - Roloson Co. - bond premium	$ 10.00	$
Clerk of Court - recording assignment	.75	
One-half Federal revenue stamps	.28	
One-half State revenue stamps	.25	
Wilhelmina P. Hopkins, - notary fee	.50	55.78
To Assignee for Taxes, viz:		
1943 State & County taxes ($24.26-adj.)		17.42
To Farmers & Merchants Bank, mortgagee -		
this balance on account mortgage claim		331.05
		$500.00
Amount of mortgage claim filed	1,426.54	
Cr. Amount allowed as above	331.05	
Balance subject to decree in personam	1,095.49	
Cr. Sept. 21, 1943 Proceeds of Sale		$500.00

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.

CERTIFICATE OF PUBLICATION

Annapolis, Md., Jan. 12, 1944

We hereby certify, that the annexed Order Nisi - Eq. 8544 - A. Hamilton Dougherty 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 Dec. 1943. The first insertion being made the 2nd day of Dec. 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By I. Scott

Filed Sept. 19" 1944

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of Sept. 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 Sept. 20" 1944.

JOHN R. WISEMAN et al
Vs.
IRENE WISEMAN, et al.

No. 8571 Equity
In the Circuit Court for
Anne Arundel County.

BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of John R. Wiseman, and Georgianna Wiseman, his wife, Alice Richardson Gray, Widow, Stephen Elliott Randall and Cornelia Johnson Randall, his wife, Thomas Sylvester Proctor, Widower, Joseph E. Randall and Eleanor Randall, his wife humbly complaining unto your Honors shows:

FIRST: That John C. Wiseman, or John Wiseman, died intestate, July 24, 1915, seized and possesed of valuable real estate, located in the Eighth Election District of Anne Arundel County, which was conveyed to him by Frank H. Darnall, and wife, by deed dated November 25, 1903, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 37 folio 89, a certified copy of said deed filed herewith marked "Complainants Exhibit No. 1", and is prayed to be taken as a part thereof.

SECOND: That the said John C. Wiseman, left surviving him, as his only heirs at law the following:

A. John R. Wiseman, son, who intermarried with one Georgianna Wiseman.

B. Thomas Wiseman, son, who died intestate, December 6, 1942, leaving surviving him as his widow, Irene Wiseman, and the following heirs at law:
1. Mary Wiseman, single. 2. Joseph A. Wiseman, who has intermarried with Rose Wiseman. 3. Dorothy Wiseman, who died unmarried and intestate, in 1938, leaving surviving her, an infant son, Thomas A. Wiseman.

C. Alice Richardson Gray, Widow, daughter.

D. William M. Wiseman, son, who died intestate, January 23, 1920, who is survived by his widow, Josephine Wiseman.

E. Betty A. Randall, daughter, who died, about the year 1929, intestate, who is survived by her Widower, Stephen Elliott Randall, and the following heirs at law:
1. Alice Randall Proctor, daughter, who died, intestate, in 1934, in Washington, D. C. leaving surviving her, her husband, Thomas Sylvester Proctor, and the following heirs at law:

a. Tommy E. Proctor, son, infant b. Joseph Earl Proctor, son, infant
2. Joseph E. Randall, son, who intermarried with Eleanor Randall.

F. Elizabeth Wiseman, daughter, who died, intestate, in 1928.

THIRD: That the said real estate is not susceptible of an advantageous partition among the parties interested, and can not be divided among them without loss or injury and that a sale therefor is necessary and to 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 interests, but in as much as the parties in interest are numerous none can be made without the aid and intervention of this Honorable Court.

FOURTH: That Hendrick Lyons is the holder of a Judgment against Stephen Elliott Randall, in the amount of Twenty nine dollars forty cents ($29.40), dated September 25, 1943.

FIFTH: No Notice has been given to the Creditors of the said Thomas A. Wiseman,

Dorothy Wiseman, or Alice Randall Proctor.

To the End Therefor:

1. That a decree may be passed for the sale of said real estate.

2. That a Trustee be appointed to convey the property to the purchaser upon ratification of sale.

3. That the proceeds of said sale may be brought into Court for distribution under its Order, in accordance with the respective rights and interests of the parties thereto.

4. That Notice be given to the Creditors of Thomas Wiseman, Dorothy Wiseman, or Alice Randall Proctor, deceased

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

May it please your Honors to grant unto your Orators and Oratrixes, the writ of subpoena against the said Irene Wiseman, Tracy's Landing, Anne Arundel County, Maryland; Mary Wiseman, Parole, Maryland; Joseph A. Wiseman and Rose Wiseman, his wife, Parole, Maryland; Josephine Wiseman, Jewell, Maryland; Thomas A. Wiseman, Infant, c/o Irene Wiseman, Tracy's Landing, Anne Arundel County, Maryland; Tommy E. Proctor, Infant, c/o Thomas Proctor, Brandywein, Prince George County, Maryland; Joseph Earl Proctor, Infant, c/o Thomas Proctor, Brandywein, Prince George County, Maryland; and Hendrick Lyons, commanding them to appear in this Court at some certain day to be named therein, to answer the premises and abide by and perform such decrees as may be passed therein.

And as in Duty Bound, etc.

Marvin I. Anderson
Solicitor for Plaintiffs

Filed Nov. 10th., 1943.

Answer of: Irene Wisemen Mary Wiseman, Joseph A. Wiseman, and Rose Wiseman

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer Irene Wiseman, Widow, Mary Wiseman, Single Joseph A. Wiseman and Rose Wiseman, his wife, and Josephine Wiseman, Widow, to the Bill of Complaint filed by John R. Wiseman, et al, against them, and others, in this Court exhibited, respectfully shows:

1. That they admit all of the allegations contained in said Bill of Complaint and that they consent to the passage of a decree for the sale of the property.

Irene Wiseman
Mary V. Wiseman
Joseph A. Wiseman
Rose Wiseman

Josephine Wiseman

Filed Nov. 10th., 1943.

ANSWER OF JOSEPHINE WISEMAN

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Josephine Wiseman, Widow, to the Bill of Complaint filed by John R. Wiseman, et al, against her, and others, in this Court exhibited, respectfully shows:

1. That she admits all of the allegations contained in said Bill of Complaint and that she consents to the passage of a decree for the sale of the property.

Josephine Wiseman

Filed Nov. 17" 1943.

ANSWER OF HENDRICK LYONS.

To The Honorable, The Judges of said Court:

The answer of Hendrick Lyons to the bill of complaint respectfully shows:-

(1) He admits the fourth paragraph of the bill of complaint.

(2) He neither admits nor denies all other allegations made in the bill of complaint, as he has no knowledge thereof.

He prays to be hence dismissed with his costs.

E. Klawans

Solicitor for Hendrick Lyons.

Filed Dec. 15th., 1943.

Petition for appointment of Guardian ad Litem and Order of Court thereon

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Plaintiffs in the above case respectfully shows:

That Thomas A. Wiseman, Tommy E. Proctor and Joseph Earl Proctor, Defendants in said cause, have been duly returned summoned, but, being infants, can not answer and defend this suit for themselves and have no guardian within jurisdiction of this Court to answer and defend the suit for them.

Your Petitioner, therefore, prays your Honors to appoint a Guardian ad Litem to appear and answer for said infants.

And, as in duty bound, etc.

Marvin I. Anderson

Filed Dec. 17" 1943. Solicitor for Plaintiffs.

ORDER OF COURT.

ORDERED this 24th day of December, 1943, by the Circuit Court for Anne Arundel County, in Equity, upon the aforegoing Petition, that Virginia Russell, be, and she is hereby appointed Guardian ad Litem to appear and answer for Thomas A. Wiseman, Tommy E. Proctor and Joseph Earl Proctor, infant defendants in the above case.

Ridgely P. Melvin , Judge.

Filed Dec. 24" 1943.

Answer of Infants, by Guardian ad Litem.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Thomas A. Wiseman, Tommy E. Proctor, and Joseph Earl Proctor, by Virginia Russell, Guardian ad Litem, duly appointed by Order of this Court, to the Bill of Complaint of John R. Wiseman, et al, against them in this Court exhibited,

The defendants being infants can neither admit nor deny any of the matters or things in said Bill alleged and submit their rights thereunder to the protection of this Court.

And, as in duty bound, etc.

Virginia Russell

Guardian ad Litem.

Filed Dec. 28" 1943.

Testimony and one exhibit on behalf of the Plaintiffs.

January 8th, 1944

PRESENT:- Mr. Marvin I. Anderson, Solicitor for Plaintiffs.

Defendants not represented or present at hearing.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:- Joseph A. Wiseman, ---------- 2 to 3
John R. Wiseman, ---------- 4 to 5
Alice R. Gray, ---------- 6

Joseph A. Wiseman, a witness of lawful age, being first duly sworn, deposes and says:-
(Anderson)

1. State your name and residence?

A. Joseph A. Wiseman, Oaklawn Heights, Annapolis, Md.

----Offered in evidence certified copy of deed from Frank H. Darnall and wife to John Wiseman dated November 25th, 1903 recorded among the Land Records of Anne Arundel County in Liber G.W. 37 folio 89, filed and marked Exam. Exh. A

2. Do you know John Wiseman the Grantee in the deed from Frank H. Darnall for a tract of land in the 8th District containing 50 acres, more or less?

A. I know John Wiseman, he was my Grandfather.

3. When did he die?

A. It must have been about July, 1915.

4. Did he die without a will?

A. He did not leave a will.

5. Did he own at the time of his death any property in the 8th Election District of this county?

A. Yes sir. He owned the property mentioned in that deed just filed.

6. Did John Wiseman or John C. Wiseman as he was sometimes known as, leave any children or heirs at law? If so, name them.

A. A. John R. Wiseman, a son, who intermarried with one Georgianna Wiseman.

B. Thomas Wiseman, son, who died intestate, December 6th, 1942, leaving surviving him as his widow, Irene Wiseman, and the following heirs at law:

1. Mary Wiseman, single.
2. Joseph A. Wiseman, who has intermarried with Rose Wiseman.
3. Dorothy Wiseman, who died unmarried and intestate in 1938 leaving surviving her an infant son, Thomas A. Wiseman.

C. Alice Richardson Gray, widow, daughter.

D. William M. Wiseman, son, who died intestate, January 23, 1920, who is survived by his widow, Josephine Wiseman.

E. Betty A. Randall, daughter, who died about the year 1929, intestate who is survived by her widower, Stephen Elliott Randall, and the following heirs at law:-

1. Alice Randall Proctor, daughter, who died, intestate in 1934, in Washington, D.C. leaving surviving her her husband, Thomas Sylvester Proctor, and the following children:-

a. Tommy E. Proctor, son, infant.

b. Joseph Earl Proctor, son, infant.

2. Joseph E. Randall, son, who intermarried with Eleanor Randall.

F. Elizabeth Wiseman, daughter, who died intestate in 1928, single.

7. Are they all of the heirs of John Wiseman or John C. Wiseman as he was sometimes called, your Grandfather?

A. Yes, they are, as far as I know.

8. Are you familiar with the real estate mentioned in these proceedings?

A. Yes.

9. What does it consist of?

A. It is about 50 acres of land in the 8th District, unimproved and about half of it is cleared land.

10. In your opinion, is this property susceptible of partition in kind among the parties interested?

A. I don't think so.

11. What, in your opinion, is the best thing to do with this property?

A. To sell it and divide the proceeds among those entitled to it.

12. Do you feel it would be to the best interest of all parties concerned, particularly the infants, to sell it and divide the proceeds?

A. Yes, I do, particularly for the infants.

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

A. I think it is worth around from $700 to $1,000.

No Cross Examination.

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

A. No, nothing more I want to say.

Joseph Alexander Wiseman

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

(Anderson)

1. State your name and residence?

A. John R. Wiseman, Camp Parole, Anne Arundel County, Md.

2. Who was your father?

A. John C. Wiseman, the one mentioned in the deed filed in this case as John Wiseman, his middle name when used was "C".

3. When did your father die?

A. About July 24th, 1915.

4. Did he leave a Last Will and Testament?

A. No.

5. Did he own any property in the 8th District which he acquired from Mr. Frank H.Darnall?

A. Yes.

6. How many acres in that place?

A. 49 or 50 acres.

7. Is that property still in possession of his heirs?

A. Yes it is.

8. What does this property consist of?

A. It consists of about 50 acres of unimproved land located in the 8th District of Anne Arundel County near Lyons' Creek on the road leading from McKendree to Jewell; about half of it is cleared and the balance in woods.

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

A. I think it is worth around $1,000.

10. You are familiar with the heirs of John C. Wiseman or John Wiseman mentioned herein?

A. Yes.

11. You just heard the testimony of Joseph Wiseman as to who were your father's heirs?

A. Yes.

12. Were they correctly named, and are they all of the heirs of your father?

A. Yes. All I ever knew of.

13. In your opinion, is this property capable of being divided among the heirs entitled to it, equally?

A. Not satisfactorily to any of them.

14. What do you think should be done with the property?

A. I think should be sold and divide the money up amongst them.

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

A. Not as far as I know.

John R. Wiseman

Alice Richardson Gray, a witness of lawful age, being first duly sworn, deposes and says:- (Anderson)

1. State your name and residence?

A. Alice Richardson Gray, 12 Fleet st., Annapolis, Md.

2. What relation are you to John C. Wiseman or John Wiseman?

A. I am his daughter, he was my father.

3. When did your father, John Wiseman, die?

A. He died in July, 1915.

4. Did he leave a will?

A. No sir.

5. Did he own any property at the time of his death?

A. Yes.

6. What did the property consist of?

A. About 50 acres of land in the 8th District of Anne Arundel County which he got from Mr. Frank H. Darnall, it is unimproved land.

7. Did you ever see the property?

A. Yes, I have lived there?

8. Do you know who the heirs of your father are?

A. Yes, they are just as have been stated by me nephew Joseph Wiseman here.

9. In your opinion, is this property susceptible of partition in kind among those entitled to it?

A. No sir.

10. What do you think should be done with this property?

A. Sell it and divide the money between those entitled to it.

No Cross Examination.

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

A. No.

Alice R. Gray.

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

Witness my hand and seal this 15th day of January, 1944.

Jno. S. Strahorn (SEAL)

Examiner.

Filed January 15" 1944.

Certified Copy of Deed from Frank H. Darnall to John Wiseman G.W. 37/89 to be filed as Exhibit "A"

This Deed, made this 25 day of November in the year nineteen hundred and three by Frank H. Darnall and Eleanor C. Darnall, his wife, of Anne Arundel County, State of Maryland.

Witnesseth, that in consideration of the sum of Five hundred and thirty five dollars ($535.00) the receipt of which is hereby acknowledged the said Frank H. Darnall and Eleanor C. Darnall do hereby grant and convey unto John Wiseman of Anne Arundel County, State of Maryland, his heirs and assigns all that tract or parcel of land situated and lying in the Eighth Election District of Anne Arundel County, aforesaid, containing fifty acres, three roods and fourteen perches of land, more or less, and fully described by metes and bounds, courses and distances in a deed from James M. Munroe and Frank H. Stockett, Trustees to Jeremiah M. Jessup dated July 13, 1894, and duly recorded among the Land Records of Anne Arundel County aforesaid in Liber S.H. No. 48 folio 2 to which deed for a more particular description reference is hereto made.

Being the same tract of land conveyed to the said Frank H. Darnall by James M.Munroe, attorney by deed dated the 20th day of December, in the year eighteen hundred and ninety-eight and recorded among the Land Records of Anne Arundel County aforesaid in Liber G.W. No. 12 folio 14, etc.

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

To Have and To Hold the above granted property unto and to the proper use and benefit of the said John Wiseman his heirs and assigns, in fee simple forever.

As Witness our hands and seals the day and year first above written.

Test: Frank H. Darnall (SEAL)

John I. Hall Eleanor C.Darnall (SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 25 day of November in the year nineteen hundred and three before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County aforesaid personally appeared Frank H. Darnall and Eleanor C. Darnall and did each acknowledge the aforegoing deed to be their respective act.

John I. Hall J.P. (SEAL)

Recorded 21st May 1904.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the aforegoing Deed was truly taken and copied from Liber G.W. No. 37 folio 89, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 17th day of January, A.D. 1944.

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

Filed January 18" 1944

DECREE Feb. 1, 1944.

This cause standing ready for hearing and being submitted, the Bill, Answers, and all the other proceedings were by the Court read, and considered.

It is thereupon this 1st day of February, 1944, by the undersigned, one of the Judges of this Court, and by authority of this Court, adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold, that Marvin I. Anderson be and he is hereby appointed Trustee to make such sale and that the course and manner of his proceedings be as follows:

He shall first file with the Clerk if this Court, a Bond to the State of Maryland, executed by himself with a surety or sureties to be approved by the Clerk of this Court in the penalty of One thousand 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 of decree, in the premises; he shall then proceed to make the said sale; having first given at least three weeks previous notice, inserted in some newspaper published in Anne Arundel County or such other notice as he may think proper; of the time, place, manner and terms of sale, which terms shall be as follows:

One-third of the purchase money to be paid in cash on the day of sale, balance on the final ratification of such sale by this Court, deferred payment to bear interest from the day of sale, and to be secured by the bonds of the purchaser or purchasers with the security to be approved by the Trustee; and if not sold at public sale on the day so advertised, the said Trustee shall proceed to make sale or sales at either public or private sale, to the best advantage, and upon the terms above set forth.

the Trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. And on ratification of such sale or sales by this Court, and on the payment of the whole purchase money, (and not before), the said Trustee, by a good and sufficient deed to be executed and acknowledged agreeable to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs, the property to him, her or them, sold free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the said Trustee shall bring into this Court the money arising from such sale, or sales, and the bonds which may be taken for the same, to be disposed of under the direction of this Court, after deducting therfrom the costs of this suit, and such attorney's fee and commissions to the said Trustee as the Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith he shall appear to have discharged his trust.

And it appearing to the Court from the testimony in this case that there had been no administration on the estates of Thomas Wiseman, Dorothy Wiseman, or Alice Randall Proctor, the trustee is directed during the time the notice of the sale is published in the paper, to give notice to each of their creditors to file their claims in this Court in the Office of the Clerk, thereof, on or before the day of sale.

Ridgely P. Melvin, Judge.

Filed February 1" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS:

That we, Marvin I. Anderson and the National Surety Corporation, a body corporate, duly incorporated under the Laws of the State of New York, are held and firmly bound unto the State of Maryland, in the full and just sum of One thousand ($1000.00), Dollars, to be paid to the said State or its certain attorneys, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our respective Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this third day of February in the year of our Lord one thousand nine hundred and fourty-four.

WHEREAS, the above bounden Marvin I. Anderson by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County dated the first day of February in the year of our Lord one thousand nine hundred and fourty-four, mentioned in the proceedings in the case of John R. Wiseman, et al. vs. Irene Wiseman, et. al. known as No. 8571 Equity, now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Marvin I. Anderson 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 — Marvin I. Anderson (SEAL)

in the presence of — (CORPORATE SEAL) NATIONAL SURETY CORPORATION

Gertrude H. Jones — BY Marvin I. Anderson, Attorney-in-Fact

Filed Feby. 3rd. 1944.

John R. Wiseman, et al	No. 8571 Equity
Vs.	In the Circuit Court for
Irene Wiseman, et al	Anne Arundel County.

TRUSTEE'S REPORT OF SALE and ORDER OF COURT THEREON.

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

The Report of Marvin I. Anderson, Trustee appointed in this cause, to make sale of the real estate therein mentioned, respectfully shows: that after giving bond with security for the faithful discharge of the trust, as required by said decree, and after giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, said advertisement being for more than three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House Door in the City of Annapolis on Tuesday, March 7th, 1944, at eleven o'clock A.M. the time and place so advertised, and then and there proceeded to sell said real estate as follows, to wit:

All that tract of land situate in the Eighth Election District of Anne Arundel County Maryland. Containing fifty acres, three roods, fourteen perches of land, more or less and being the same property conveyed to John Wiseman by Frank H. Darnall and wife, by deed dated November 25, 1903, recorded among the Land Records of said County in Liber

G. W. No. 37, folio 89.

That he sold the aforementioned property to Joseph L. Johnson for the sum of nine hundred dollars ($900.00), he being the highest bidder for said property and your Trustee there_for now reports to the Court, the sale of the said property and says that he has Three hundred dollars ($300.00) on account of the purchase price.

And your Trustee files herewith as exhibit the agreement of the purchaser marked M.I.A. No. 1, with Report of Sale.

The price obtained for the properties is a fair and reasonable one and the ratification of the sales as made is recommended.

All of which is respectfully submitted.

Marvin I. Anderson, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 8th day of March, in the year 1944, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, Trustee, and made oath in due form of law that the matters and things set forth in the aforegoing Report of sale are true as therein set forth and that said sale was fairly made.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Virginia Russell

Filed March 8" 1944. Notary Public.

AUCTIONEER'S CERTIFICATE & PURCHASER'S AGREEMENT.

I hereby certify that I have this 7th day of March, in the year 1944, sold the property described in the within proceedings at and for the sum of $Nine hundred dollars, to Joseph L. Johnson, being then and there the highest bidder and I further certify that the sale was fairly made.

Geo. W. Scible, Auctioneer

I hereby certify that I have this 7th day of March, in the year 1944, purchased from Marvin I. Anderson, Attorney in the within proceedings, the property desceibed in the advertisement at and for the sum of $ Nine hundred dollars, and hereby agree to comply with the terms of sale.

Witness my jand and seal.

Witness: Joseph L. Johnson (SEAL)

Purchaser.

Filed March 8" 1944.

ORDER NISI.

Ordered this 8th., day of March, in the year, 1944, that the sale of the properties mentioned in these proceedings made and reported by Marvin I. Anderson, Trustee, be ratified and confirmed unless cause to the contrary be shown on or before the 8th., day of April next; provided a copy of this Order be inserted in some newspaper published in Anne Arundel County one in each of three successive weeks before the 8th., day of April next.

The report states that the amount of sales to be $900.00.

John H. Hopkins, 3rd.,

Clerk.

Filed March 8" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., April 10" 1944

We hereby certify, that the annexed Order Nisi - John R. Wiseman - was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 8th day of April, 1944. The first insertion being made the 9th day of March, 1944.

THE CAPITAL-GAZETTE PRESS, INC.
By Lucille Watkins.

Filed April 12" 1944.

Ordered this 13th day of April, 1944, that the sales within reported be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the proceeding order. The Trustee, is allowed the usual commission and such expenses as he may produce vouchers for to the Auditor.

James Clark, Judge.

Filed April 13" 1944.

AUDITOR'S REPORT AND ACCOUNT.

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. John R. Wiseman and Wife, et al vs. Irene Wiseman, Widow, et al in ac. with Marvin I. Anderson, Trustee

To Trustee for Commissions	$ 54.12	$
To Trustee for Fee (Order- 4/13/44)	100.00	154.12
To Trustee for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court - costs	18.75	
R. G. Prout - Sheriff's costs	2.45	
R. Earle - Sheriff's costs	1.50	
M. K. Buckler - Sheriff's Costs	.95	
Auditor - stating this account	18.00	61.65
To Trustee for Expenses, viz:		
Capital-Gazette Press - advertising sale	22.50	
Capital-Gazette Press - order nisi (sale)	5.00	
Capital-Gazette Press - " " (account)	5.00	
National Surety Co. - bond premium	10.00	
George W. Scible - auctioneer's fee	10.00	
Clerk of Court - certified copy of deed	1.25	
John S. Strahorn - Examiner's fee	8.00	
Juliet D. Strahorn - Stenographer	4.00	
Virginia Russell - Guardian ad Litem	4.00	
One-half State and Federal revenue stamps	1.00	70.75

		$	$
To Trustee for Taxes, viz:			
1943 State and County taxes		12.95	
1944 State and County taxes ($12.35-adj)		3.26	16.21
Balance for Distribution to heirs at law of John C. Wiseman, deceased - $600.27			
Distributed as follows:			
To John R. Wiseman, son - 55/240		137.56	
Alice R. Gray, daughter - 55/240		137.56	
To Josephine Wiseman, Widow of William M. Wiseman, - one-twelfth		50.02	
To Stephen E. Randall, Widower of Betty A. Randall, daughter -	$45.85		
Less amount paid Hendrick Lyons	35.53		
Balance to Stephen E. Randall		10.32	
To Hendrick Lyons - in full settlement judgment J.H.H. #8 (Mag. Docket) folio 341		35.53	
To Joseph E. Randall, grandson - 1/3 of 55/240		45.85	
To Thos. S. Proctor, widower of Alice R. Proctor, granddaughter - 1/9 of 55/240		15.28	
To Tommy E. Proctor, grandson - 1/9 of 55/240		15.29	
To Joseph E. Proctor, grandson - " " "		15.29	
To Irene Wiseman, Widow of Thomas Wiseman, son - 1/3 of 55/240		45.85	
To Mary Wiseman, granddaughter - 2/9 of 55/240		30.57	
To Jos. A. Wiseman, grandson - " " "		30.57	
To Thos. A. Wiseman, great-grandson, child of Dorothy Wiseman, deceased " "		30.58	600.27
			$903.00

Cr. Mar. 7, 1944	Proceeds of Sale	$900.00
	Interest on deferred payment from 3/7/44 to 4/11/44	3.00
		$903.00

ORDER NISI.

ORDERED, This 28th., day of April, 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 29th., 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 29th., day of May next.

John H. Hopkins, 3rd., Clerk.

Filed April 28" 1944

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 29, 1944.

We hereby certify, that the annexed Order Nisi - Aud. Acct. -John R. Wiseman & wife - Equity No. 8571 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 May, 1944. The first insertion being made the 4th., day of May, 1944.

The Capital-Gazette Press, Inc.

By Lillie L. French.

Filed May 29" 1944.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 31st 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.

Filed April 28" 1944.

WILLIAM C. ROGERS,	:	No. 8626 Equity
Attorney named in Mortgage	:	In the Circuit Court for
Vs.	:	Anne Arundel County.
MARVIN E. KRUHM AND KATHERINE E. KRUHM,	:	
his wife.	:	

PETITION TO DOCKET SUIT

Mr. Clerk:

Please docket suit in the above entitled case and file Exhibit A.

William C. Rogers

Attorney named in Mortgage.

Filed May 5" 1944.

EXHIBIT 1

THIS MORTGAGE, Made this 4th day of October, in the year one thousand, nine hundred and forty-one, between MARVIN E. KRUHM and KATHERINE E. KRUHM, his wife of Anne Arundel County, in the State of Maryland, Mortgagors, and THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC., a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of Four Thousand, Four Hundred Twenty ($4,420.00) Dollars, being part of the purchase money for the property hereinafter described on their thirty-four shares of its stock, the execution of this Mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent, (6%) per annum in the manner following:

By the payment of Fifty-two ($52.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, also premiums on life insurance pol-

icies assigned to the association and held by it or its successors and assigns, and (3) towards the payment of the aforesaid principal sum.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns,

ALL those thirty contiguous lots or parcels of ground, situate and lying in the Fifth Election District of said Anne Arundel County, and said State, which are shown on the New Plan of "Ferndale Farms", duly recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Folio 234, etc., which said lots or parcels of ground are more particularly described and referred to as follows, that is to say:

FIRST: All those five lots or parcels of ground, designated as Lots Nos. 1066, 1067, 1068, 1069 and 1070, both inclusive, as shown on said New Plan of "Ferndale Farms," duly recorded as aforesaid.

SECOND: All those five lots or parcels of ground, designated as Lots Nos. 1061, 1062, 1063, 1064 and 1065, both inclusive, as shown on said New Plan of "Ferndale Farms", duly recorded as aforesaid.

THIRD: All those twenty lots or parcels of ground, designated as Lots Nos. 1041 to 1060, both inclusive, in Section "C", as shown on said New Plan of "Ferndale Farms," duly recorded as aforesaid.

Being all those thirty lots of ground described in a deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County prior hereto, were granted and conveyed by James F. Dorsey and Grace Dorsey, his wife, unto Marvin E. Kruhm.

SUBJECT, HOWEVER, to the restrictions and conditions as set forth in the Deeds dated December 2, 1921 and May 9, 1929, from Ferndale Farms Corporation to Arthur E. Sawyer and Clara M. Sawyer, his wife, and recorded among the Land Records of Anne Arundel County in Liber NO. W.N.W. 46, Folio 183; and also Liber No. 77, Folio 305 &c.

SUBJECT also to the restrictions contained in a Deed from The Ferndale Farms Corporation to Frances I. Taylor, dated May 29, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 89, Folio 93.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To Have and To Hold the said lots of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple, forever,

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covemant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors ----------

or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become

due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for William C. Rogers, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $100.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagors, for 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 commissions 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.

The said Mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

WITNESS: Marvin E. Kruhm (SEAL)

John A. Helldorfer Katherine E. Kruhm (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 4th day of October, 1941, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Marvin E. Kruhm and Katherine E. Kruhm, his wife, the Mortgagors named in the aforegoing Mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged the aforegoing Mortgage to be their act, and that they executed the same for the purposes therein contained.

At the same time also appeared William F. Zeller, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) John A. Helldorfer

My commission expires May 3, 1943. Notary Public.

Filed May 5" 1944. Recorded Oct. 8, 1941, at 11-25 A.M. & recorded same day in Liber J.H.H. No. 247 Fol. 2 etc.

AFFIDAVIT OF MILITARY STATUS.

STATE OF MARYLAND CITY OF BALTIMORE To wit:

On this 4th 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 William C. Rogers, plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Marvin E. Kruhm and Katherine E. Kruhm, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said Marvin E. Kruhm and Katherine E. Kruhm, his wife, are not now in the military service of the United States as defined in the Soldiers' and Sailors' Civil Relief Act of 1940, and Chapter 710 of the Laws of Maryland, nor have they been in such service within three months prior hereto.

William C. Rogers, Affiant.

Sworn to, acknowledged and subscribed to before me, the day and year first above written. (NOTARIAL SEAL)

John A. Helldorfer, Notary Public.

My commission expires May 7, 1945.

Filed May 5" 1944.

STATEMENT OF MORTGAGE DEBT.

Statement of the Mortgage Claim of The Augusta Building and Loan Association, Inc. under the mortgage from The Augusta Building and Loan Association, Inc. to Marvin E.Kruhm and Katherine E. Kruhm, his wife, dated the 4th day of October, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 247, folio 2

MORTGAGE LOAN		$4,420.00
ADD: Interest	$652.79	
Taxes, Insurance and Sewerage	671.73	1,324.52
DEDUCT:		5,744.52
Amounts Paid		1,622.53
		4,121.99
ADD: Interest due June 1, 1944		20.61
BALANCE DUE		$4,142.60

Mason H. Kornmann, Secretary

(CORPORATE SEAL) Augusta Building & Loan Association

STATE OF MARYLAND, CITY OF BALTIMORE,

I HEREBY CERTIFY, that on this 14th day of June, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Mason H. Kornmann, Secretary of the Augusta Building and Loan Association, Inc., 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.

(NOTARIAL SEAL) William C. Rogers, Notary Public.

Filed June 15" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS:

That we William C. Rogers, of 1525 Munsey Building, 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 SIX THOUSAND FIVE HUNDRED DOLLARS ($6,500.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this fifteenth day of June, in the year nineteen hundred and forty-four.

WHEREAS, the above bounden William C. Rogers by virtue of the power contained in a Mortgage from Marvin E. Kruhm and Katherine E. Kruhm, his wife, to The Augusta Building and Loan Association, Inc. bearing date the 4th day of October, nineteen hundred and forty-one, and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 247, Folio 2, 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 William C. Rogers do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered William C. Rogers (SEAL)

in the presence of (CORPORATE SEAL) NEW AMSTERDAM CASUALTY COMPANY

Margaret A. Martyn By G. Lee Burgess

Attest: R. J. French, Assistant Secretary. Vice-President.

Filed June 16" 1944.

William C. Rogers, Attorney named in Mortgage
Vs.
Marvin E. Kruhm and Katherine E. Kruhm,
his wife.

No. 8626 Equity
In the Circuit Court
for
Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE JUDGE OF SAID COURT OF ANNE ARUNDEL COUNTY:

The Report of Sale of William C. Rogers, Attorney named in Mortgage, in the above entitled cause, to make sale of Wilhelm Avenue, Ferndale, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, as prescribed by said decree, which was dully approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Southern Maryland Times, a weekly newspaper published in Anne Arundel County, for more than four successive weeks preceding the day of sale, said Trustee William C. Rogers did pursuant to said notice on Friday the 16th day of June, 1944, the said fee simple property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this report unto Mrs. Ruth Mason, at and for the sum of $6400.00 which said price was the highest amount bid for the property.

William C. Rogers, Trustee.

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, That on this 19th day of June, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared William C. Rogers, Attorney, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL)

John A. Helldorfer
Notary Public.

Advertisement of Sale

WILLIAM C. ROGERS, Solicitor 1525 Munsey Building, Baltimore, Md.

MORTGAGE SALE of Valuable Improved Fee Simple Property Known as Marvin E. Kruhm and Katherine E. Kruhm property, in the Fifth Election District of Anne Arundel County, known as Ferndale.

Under and by virtue of the power and authority contained in a mortgage from Marvin E. Kruhm and Katherine E. Kruhm, his wife, dated October 4, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 247, folio 2, etc. (default having occurred thereunder) the undersigned attorney named in said mortgage will sell at Public Auction at the Court House door, Annapolis, Maryland, On Friday, June 16th, 1944 at 3.00 P. M. (War Time)

All those thirty contiguous lots or parcels of ground, situate and lying in the Fifth Election District of said Anne Arundel County, and said State, which are shown on the New Plan of "Ferndale Farms", duly recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Folio 234, etc., which said lots or parcels of ground are more particularly described and referred to as follows, that is to say:

FIRST: All those five lots or parcels of ground, designated as Lots Numbers 1066,

1067, 1068, 1069, 1070, both inclusive, as shown on said New Plan of "Ferndale Farms," duly recorded as aforesaid.

SECOND: All those five lots or parcels of ground, designated as Lots 1061, 1062, 1063, 1064, 1065, both inclusive, as shown on said New Plan of "Ferndale Farms," duly recorded as aforesaid.

THIRD: All those twenty lots or parcels of ground, designated as Lots Numbers 1041 to 1060, both inclusive, in Section "C", as shown on said New Plan of "Ferndale Farms", duly recorded as aforesaid.

SUBJECT to the restrictions and conditions as set forth in the Deeds dated December 2, 1921, and May 9, 1929, from Ferndale Farms Corporation to Arthur E. Sawyer and Clara M. Sawyer, his wife, and recorded among the Land Records of Anne Arundel County, in Liber No. W.N.W. 46, folio 183; and also Liber No. 77, folio 305, etc.

SUBJECT also to the restrictions contained in a Deed from The Ferndale Farms Corporation to Frances I. Taylor, dated May 29, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 89, folio 93.

The improvements consist of a two-story frame dwelling.

Terms of Sale --One-third cash, balance in six and twelve months, or all cash, as purchaser may elect at time and place of sale; credit payments to bear interest from day of sale and to be secured to the satisfaction of the undersigned attorney. Cash deposit of $300.00 will be required of purchaser at time and place of sale. Taxes and other expenses, if any, to be adjusted to day of sale.

W. B. Elliott, Auctioneer.

William C. Rogers, Attorney named in mortgage.

Office of The Southern Maryland Times Annapolis, Maryland

THIS IS TO CERTIFY That the annexed advertisement of NOTICE OF MORTGAGE SALE was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 16th day of June, 1944; that is to say, the same was inserted in the issues of May 19, 26, June 2, 9, 1944.

The Southern Maryland Times
Charles O. Dulin, Business Manager.
By A. D. Lauer

June 16" 1944

I hereby certify that I sold the property described in the attached advertisement for Sixty four Hundred dollars ($6400.00) in fee simple to Mrs. Ruth R. Mason at public auction

Signed William B. Elliott, Auctioneer.

June 16, 1944

Received of Mrs Ruth R. Mason check for the sum of Three Hundred dollars on amount of pur chase of Kruhm property as auctioned this day by W. B. Elliott Auctioneer, property at Ferndale A. A. Co. Md. Purchase price (6400) Sixty four Hundred dollars

Wm. C. Rogers
Atty. named in mortgage

I agree to settle as per time of advertisement within in 30 days all cash and the purchase

is as above stated

Mrs. Ruth R Mason

ORDER NISI.

Ordered, this 20th day of June, 1944, That the sale of the property mentioned in these proceedings made and reported by WILLIAM C. ROGERS, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd., day of July next.

The report states that the amount of sales to be $6400.00

John H. Hopkins, 3rd., Clerk.

Filed June 20" 1944

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 three successive weeks before the 22nd day of July, 1944; that is to say, the same was inserted in the issues of June 23, 30, July 7, 1944.

The Southern Maryland Times

Charles O. Dulin, Business Manager
By A. D. Lauer

ORDERED BY THE COURT, This 27th day of July, 1944 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.

James Clark

Filed July 27" 1944.

AUDITOR'S REPORT AND ACCOUNT.

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. William C. Rogers, Attorney named in Mortgage, vs. Marvin E. Kruhm and Wife in ac. with William C. Rogers, Attorney named in Mortgage.

To Attorney for fee	$100.00	$
To Attorney for commission	223.76	323.76
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	18.75	
Auditor	9.00	37.75

To Attorney for Expenses, viz:	$	$
Southern Maryland Times - advertising sale	22.00	
Southern Maryland Times - Order nisi on sale	5.00	
Southern Maryland Times - Order nisi on auditor's acct.	5.00	
The A.S.Abell Co. - advertising sale	3.25	
The Daily Record Co. - advertising sale	6.75	
New Amsterdam Casualty Co. - bond premium	26.00	
Wm. B. Elliott - auctioneer's fee	20.00	
One-half Federal revenue stamps	3.58	
One-half State revenue stamps	3.20	
Notary fees - three affidavits	.75	95.53
To The Augusta Building & Loan Ass'n, Inc.,		
mortgagee - amount of mortgage claim	4,121.99	
Interest thereon from 6/1/44 to 6/16/44	10.99	4,132.98
To Marvin E. Kruhm and Katherine E. Kruhm,		
his wife, mortgagors - this balance		1,923.18
		$6,513.20

Cr. June 16, 1944

Proceeds of Sale	$6,400.00
Interest on deferred payment	58.67
	$6,458.67
Refund 1944 taxes, adjusted	51.91
Rebate fire insurance premium	2.62
	$6,513.20

ORDER NISI.

ORDERED, This 6th., day of Sept. 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 7th., 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 7th day of October next.

John H. Hopkins, 3rd., Clerk

Filed Sept. 6" 1944

The Office of 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 three successive weeks before the 7th day of October, 1944, that is to say, the same was inserted in the issues of September 8, 15, 22, 1944.

THE SOUTHERN MARYLAND TIMES

Charles O. Dulin, Business Manager
By Alverda D. Lauer.

Filed Oct. 13" 1944

DECREE.

The several matters mentioned in the aforegoing opinion coming on for hearing, and being submitted, counsel were heard, and the proceedings read and considered.

IT IS THEREUPON this 9th day of December, 1944, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED AND ORDERED:

(1) That the Auditor's Report and Account filed herein on September 6, 1944, be, and the same is hereby, finally ratified and confirmed, except as to the surplus proceeds of sale, namely, Nineteen Hundred and Twenty-three Dollars and Eighteen Cents ($1923.18), distributed to the said Marvin E. Kruhm and Katherine E. Kruhm thereby; and that the Attorney apply the funds in his hands (except for said sum of Nineteen Hundred and Twenty-three Dollars and Eighteen Cents ($1923.18), as provided for by said account.

(2) That said surplus proceeds of sale, namely, said sum of Nineteen Hundred and Twenty-three Dollars and Eighteen Cents ($1923.18), belongs to the said Marvin E. Kruhm free from, and clear of, any claim of the said Katherine E. Kruhm therein or thereto; that the exceptions filed by the said Marvin E. Kruhm to the ratification of said report and account by reason of the distribution therein and thereby of said surplus proceeds to the said Marvin E. Kruhm and Katherine E. Kruhm, be, and the same are hereby, sustained; and that the Attorney apply said sum of Nineteen Hundred and Twenty-three Dollars and Eighteen Cents ($1923.18), as follows: He shall first pay to John H. Hopkins, 3rd, Clerk of this Court, the sum of $5.00 for costs incurred since the filing of said account and not provided for therein; he shall then pay Three Hundred Dollars ($300.00) thereof to Ruth R. Mason in satisfaction of her amended claim filed herein on October 19, 1944; and he shall then pay the balance of said Nineteen Hundred and Twenty-three Dollars and Eighteen Cents ($1923.18) to the said Marvin E. Kruhm.

(3) That (a) the petition filed by the said Katherine E. Kruhm herein on September 9, 1944, (b) the petition filed by The Hecht Company herein on October 25, 1944, and (c) the petition filed by The Continental Milling and Feed Company herein on October 25, 1944, be, and the same are hereby, dismissed, without prejudice to the rights of said petitioners, and each of them, to proceed otherwise for the enforcement of their respective claims.

James Clark Judge.

Filed December 9" 1944

CAROLINE L. JONES, Infant by Bernice L. Jones,	:	No. 8595 Equity.
her Mother and Prochein ami.	:	In the Circuit Court for
vs.	:	Anne Arundel County.
JOHN LA TORRACA	:	

DECREE. June 1, 1944.

This cause standing ready for hearing and being submitted, the proceedings were read and considered.

It is thereupon this 1st day of June, in the year 1944, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED, and DECREED that the marriage purported to have been made by and between Caroline L. Jones and John La Torraca, on the 10th day of August, 1943, be and the same is hereby set aside and declared to be utterly null and void to all intents and purposes what so ever.

And it is further ORDERED, ADJUDGED, and DECREED that the Plaintiff pay the costs

of this suit.

Ridgely P. Melvin,
Chief Judge.

Filed August 4" 1944.

DOROTHY LOUISE ANDERSON Infant, by Ann Jones, her mother and Prochein ami.	:	No. 8600 Equity.
	:	In the Circuit Court for
vs.	:	Anne Arundel County.
EMMITT C. ANDERSON		

DECREE OF ANNULLMENT Feb. 25" 1944

This cause standing ready for hearing and being submitted, the proceedings were read and considered.

It is thereupon this 25th day of February, in the year 1944, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED, and DECREED that the marriage purported to have been made by and between Dorothy Louise Lusire and Emmitt C. Anderson, on the 19th day of January, 1944, be and the same is hereby set aside and declared to be utterly null and void to all intents and purposes what so ever.

And it is further ORDERED, ADJUDGED, and DECREED that the Plaintiff pay the costs of this suit.

Ridgely P. Melvin, Chief Judge.

Filed March 29" 1944.

	:	
	:	No. 8625 Equity
	:	In the Circuit Court for
EXPARTE: RAYMOND ELMORE BOWKER.	:	Anne Arundel County.

PETITION TO CHANGE NAME.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE PETITION of Raymond Elmore Bowker respectfully represents:

1. THAT he resides with his foster father, William E. Wheat, Severn, P. O. Maryland, where he has maintained his legal domicile since childhood.

2. THAT he was born in Severn, Maryland, on the 8th day of May, 1922. His natural parents were Charles Park Bowker and Ethel Helman Bowker, whose whereabouts are unknown to your Petitioner.

3. THAT although he has never been legally adopted by the said William E. Wheat, yet he has maintained his legal residence with him and has always been known by the name of Willie Elmer Wheat and has recently discovered that the above is not his legal name. A certified copy of the birth certificate is here_by exhibited.

4. THAT his property is in the name of Willie Elmer Wheat and he now desires to change his name from Raymond Elmore Bowker to Willie Elmer Wheat.

5. THAT his Order Number under Selective Service is 12,527 and is classified in 1VF.

6. THAT he is engaged in essential war work and has no judgments or outstanding indebtedness against him.

7. THAT his foster father joins herein giving his consent to the change of name.

WHEREFORE Your Petitioner prays this Court to pass a Decree changing his name from Raymond Elmore Bowker to WILLIE ELMER WHEAT.

And as in duty bound, etc.

Raymond Elmore Bowker
Petitioner

Robert E. Kindred
Solicitor for Petitioner

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 24th day of April, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Raymond Elmore Bowker, and made oath in due form of law that the matters and facts in the within Petition are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Viola Kindred
Notary Public.

Filed April 25" 1944

THE UNDERSIGNED does hereby assent to the passage of a Decree changing the name of Raymond Elmore Bowker to WILLIE ELMER WHEAT.

William E. Wheat

UPON THE AFOREGOING PETITION , Affidavit and Assent, it is this 25th day of April, 1944, by the Circuit Court for Anne Arundel County, ORDERED AND DECREED, that the prayer of the said Petitioner be, and the same is hereby granted, changing the name of said Petitioner from Raymond Elmore Bowker to WILLIE ELMER WHEAT.

AND IT IS FURTHER ORDERED that the Petitioner pay the costs in these proceedings.

James Clark, Judge.

Filed April 25" 1944.

EXPARTE:	:	No. 8630 Equity
HENRY SMITH	:	In the Circuit Court for
	:	Anne Arundel County.

PETITION TO CHANGE NAME.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR PETITIONER, Henry Smith respectfully shows:

1. THAT he was born on the 22nd day of December, 1881, in Birmingham, County of Warwick, England, and that in the year 1893 he immigrated to the United States of America and to Wheeling, West Virginia.

2. THAT on the 22nd day of September, 1910, he received his final naturalization Certificate from the United States Circuit Court for the Northern District of West Virginia at Wheeling and is now a naturalized citizen of the United States.

3. THAT he has been a resident of the State of Maryland for more than twenty years and is employed by the Baltimore and Ohio Railroad in the City of Baltimore.

4. THAT he is married to Alberdina Smith and has three adult children, Elizabeth E. Haines, Gerald H. Smith and Helen A. Diller.

5. THAT on the 27th day of May, 1943, he discovered for the first time thru Birth Certificate CB258963 issued at Birmingham, England, that his Christian name is Henry and

not Harry.

6. THAT his naturalization Certificate, his real estate and all other properties belonging to him are in the name of HARRY SMITH, which has been his accepted name during his entire life, and he is known among his business associates, friends and neighbors as "HARRY SMITH".

WHEREFORE, YOUR PETITIONER PRAYS, that his Christian name be changed from HENRY TO HARRY, so that he may continue to use the full name of HARRY SMITH.

AND as in duty bound etc.

Henry Smith
Petitioner

Robert E. Kindred
Solicitor for Petitioner.

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 10th day of May, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Henry Smith, Petitioner, and made oath in due form of law, that the matters and facts set forth in the within Petition are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Viola Kindred, Notary Public.

Filed May 16" 1944

ORDER.

UPON THE AFOREGOING PETITION AND AFFIDAVIT, it is this 16th day of May, 1944, by the Circuit Court for Anne Arundel County in Equity, ORDERED and DECREED, that the Petitioner's Christian name be changed from HENRY to HARRY, so that he may continue to use the full name of HARRY SMITH.

AND THAT the costs in these proceedings be paid by the Petitioner.

Ridgely P. Melvin, Judge.

Filed May 16" 1944.

MAXINE HOSKINS RABBITT	:	No. 8635 Equity
VS.	:	In the Circuit Court for
JOHN FRANCIS RABBITT	:	Anne Arundel County

DECREE OF ANNULMENT 19 July 1944 Decree of Court

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 19th day of July, 1944, 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 MAXINE HOSKINS RABBITT and JOHN FRANCIS RABBITT as having been solemnized between said complainant and said respondent on the 14th day of February, 1942, is hereby annulled and declared to be utterly null and void to all intents and purposes whatsoever; and the said MAXINE HOSKINS RABBITT, complainant, is hereby declared to be, so far as the said marriage ceremony of February 14, 1942, is concerned, a single woman.

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

James Clark, Judge.

Filed July 19" 1944.

In the Matter of the Adoption of Paul	:	No. 8643 Equity
Nicolat Miller, Infant, by Paul M.	:	In the Circuit Court for
Benner and Lois M. Benner, his wife.	:	Anne Arundel County.

Petition for Adoption.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Paul M. Benner and Lois M. Benner, his wife, respectfully shows:

First. That your Petitioners are residents of Anne Arundel County, Maryland, residing near St. Margaret's in the Third Election District of said County.

Second. That your Petitioners have resided in Anne Arundel County since their marriage seven years ago, and that they are childless.

Third. That on or about May 13, 1944, Spencer Lee Miller and Pearl E. Miller, his wife, father and mother of the infant child, requested your Petitioners to take the child for adoption, stating that they were unable to rear and care for him, and the child has been in the care and custody of your Petitioners continuously since the date set out above Your Petitioners file herewith an affidavit made by Spencer Lee Miller and Pearl E. Miller, his wife, wherein they consent and agree to the passage of an order of this Court for the legal adoption of the infant child by your Petitioners, which affidavit is prayed to be taken as a part hereof.

Fourth. That your Petitioners, being childless, have an affection for this infant child who has been in their custody since May 13, 1944, the child having been born January 21, 1944, and they desire to legally adopt him and have his name legally changed to Paul Marcus Benner, to the end that he may be reared as their own.

Fifth. That your Petitioner, Paul M. Benner, is a member of the Naval Academy Band, Annapolis, Maryland, is purchasing his own home, and is willing, ready and able to provide and care for said infant and is prepared to show that the child's welfare and happiness will be promoted by such adoption. Your Petitioners file herewith a certificate of their good habits and character, and also certificates of physical fitness showing that the infant is in good health, which certificates are prayed to be taken as a part hereof.

NOW, THEREFORE, Your Petitioners pray your Honors to pass a Decree declaring that the infant be the adopted child of the Petitioners, Paul M. Benner and Lois M. Benner, his wife, and that the name of the said infant be changed to that of Paul Marcus Benner, and granting such other and further relief as this case may require.

AND AS IN DUTY BOUND, etc.

George E. Rullman
Solicitor for Petitioners.

Paul M. Benner
Lois M. Benner
Petitioners.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this 13th day of June, in the year 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Paul M. Benner and Lois M. Benner, his wife, and each made oath in due form of law that the matters and facts set forth herein are true.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

June 2 1944

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

We, Spencer L. Miller and Pearl E. Miller, having placed our infant child, Paul Nicolet Miller, in the care and custody of Paul M. Benner and Lois M. Benner, his wife, for the purpose of the adoption of the child by Mr. and Mrs. Benner, do hereby consent and agree to the passage of an Order by the Court permitting the legal adoption of the said infant by Mr. and Mrs. Benner, and we hereby and herewith relinquish all of our legal rights to and concerning the said infant child, Paul Nicolet Miller.

Respectfully,

Spencer Lee Miller

Pearl E. Miller

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 2nd day of June, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Spencer L. Miller and Pearl E. Miller, his wife, parents of the infant child, Paul Nicolet Miller, herewith state that we understand the legal effect of the adoption of the infant, that our signatures appear herein, that this consent of adoption is of our own free will and volition, and further that they acknowledged the aforegoing consent and agreement to be their act.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Dorothy I. Miller

My Commission Expires May 7 1945 Notary Public

June 2, 1944

We, the undersigned, have known Paul M. Benner and Lois M. Benner, his wife, for the past 5 years.

We know them to be persons of good habits, morals and character.

They have a pleasant home and we believe them to be fit persons to have and adopt the infant, Paul Nicolet Miller, who is now, and has for some weeks past been in the care and custody of Mr. and Mrs. Benner.

Vincent J. Purkrabek

Christina Purkrabek

St. Margarets Rd.
Address

Royal H. Wigley

Louise R. Wigley

St. Margarets Road
Address

Interpretation

A negative serological report does not exclude the possibility that a patient has syphilis. Frequently, positive reactions are not found in the first stage of the disease before secondary symptoms appear. Negative reactions may occur after treatment has been instituted. If there is any reason to suspect syphilis, a negative reaction should be checked by a second blood specimen.

A specimen of fluid for a darkfield examination should always be submitted from primary lesions. (Secure special mailing outfit from your health officer).

Patient Miller, Paul Lab. No. 30010

Address St. margarets Age 4 m Sex m Color w

Specimen, Taken 6-5 Received 6-6 Reported 6-7-44 c

CC Dr. French

Dear Doctor:

A NEGATIVE serological reaction for syphilis was obtained on blood from the above patient.

Dr. Geo. C. Basil Annapolis, Maryland.

C. A. Perry, Sc.D., Chief, Bureau of Bacteriology Maryland State Department of Health

Filed June 13" 1944.

DECREE. June 13, 1944.

Upon consideration of the foregoing Petition, Consent of the Parents, Certificate of Character, the Court being satisfied that the best interests and welfare of the said infant child will be promoted:

It is thereupon this 13th day of June, in the year 1944, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED AND DECREED that the said Paul Nicolat Miller be and he is hereby expressly declared the adopted child of Paul M. Benner and Lois M. Benner, 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 Paul Nicolat Miller be and it is hereby changed to Paul Marcus Benner; and

It is further ADJUDGED, ORDERED AND DECREED that the Petitioners pay the cost of these proceedings to be taxed by the Clerk.

Ridgely P. Melvin, C.J.

Filed June 13" 1944.

W. Bennett Crandell, Richard St. Clair Crandell, Gladys C. Hulse, Edwin A. Crandell, Graham Crandell, Reginald Crandell and Mary M. Crandell Plaintiffs vs. Clarence C. Crandell Defendant	:	No. 8599 Equity In the Circuit Court for Anne Arundel County.

BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Plaintiffs respectfully show:

First. That Louis A. Crandell, late of Anne Arundel County, died intestate on or about

the 12th day of February, 1943, and at the time of his death was seized and possessed of three tracts of land, containing one hundred seventeen (117) acres, more or less, with improvements thereon, situate, lying and being near Churchton, in the Seventh Election District of Anne Arundel County, which were conveyed to the said Louis A. Crandell by the following deeds: (1) Deed from John W. Crandell and wife, dated November 22, 1909, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 72, folio 29, containing 85 acres of land, more or less; subject to a right of way granted John W. Crandell by Louis A. Crandell and wife, by deed dated November 25, 1909, and recorded among the Land Records aforesaid in Liber G.W. No. 72, folio 8. (2) Deed from John L. Nieman and wife to Louis A. Crandell, dated January 20, 1913, and recorded in Liber G.W. No. 92, folio 483, containing 19 acres of land, more or less, out of which the said Louis A. Crandell and wife conveyed to John Arminger two acres of land, more or less, by deed dated September 14, 1914, and recorded in Liber G.W. No. 110, folio 162. (3) Deed from Nellie E. Arminger and husband to Louis A. Crandell and Bettie A. Crandell, his wife, now deceased, dated September 14, 1914, and recorded in Liber G.W. No. 110, folio 29. As evidenced by certified copies of said deeds which are filed herewith and prayed to be taken as a part hereof and marked Plaintiffs' Exhibits Nos. 1, 2, 3, 4 and 5.

Second. That the said Louis A. Crandell left surviving him as his heirs-at-law a son, Richard St. Clair Crandell, whose wife is Clara L. Crandell; a daughter, Gladys C. Hulse, whose husband is Harry Hulse, Jr.; a son, W. Bennett Crandell, single; a son, Edwin A. Crandell, whose wife is Gennell Crandell; a son, Graham Crandell, whose wife is Ellen Crandell; a son, Reginald Crandell, divorced; a daughter, Mary M. Crandell, single; and a son, Clarence C. Crandell, whose wife is Jeannette Crandell; all of whom are of age.

Third. That the properties described in said deeds filed herewith as Exhibits are lots of ground used for farming with improvements thereon, and are not susceptible of partition in kind between the parties hereto, it being physically impossible to divide the said properties into eight equal parts without damage to the parties interested therein.

Fourth. That therefore it would be to the interest and advantage of the parties in interest to have the said property sold for partition and the proceeds of the sale divided among them in accorance with their legal rights.

TO THE END, THEREFORE:

That the said properties mentioned in this Bill of Complaint may be sold for partition and that the Plaintiffs may have such other and further relief as their case and equity may entitle them to have.

May it please your Honors to grant unto the Plaintiffs the Writ of Subpoena to be directed to the Defendant, Clarence C. Crandell, now residing at Ferndale, Anne Arundel County, Maryland, commanding him to be and appear in this Court by some certain day to be named therein to show cause, if any he may have, why the relief herein prayed should not be granted.

AND, AS IN DUTY BOUND, etc.

George E. Rullman
Solicitor for Plaintiffs.

Filed Feby. 14" 1944.

PLAINTIFFS' EXHIBIT No. 1

This Deed made this 22nd day of November, in the year Nineteen hundred and nine by John W. Crandell and Lida A. Crandell, his wife, of the first part, and Louis A. Crandell of the Second part, all of Anne Arundel County, Maryland, Witnesseth:

That Whereas the said John W. Crandell and Louis A. Crandell, are joint owners as tenants in common of certain tracts of land situate in the Eighth Election District of Anne Arundel County which the said John W. Crandell and Louis A. Crandell have divided between themselves and now desire to hold each in severalty his respective portion thereof.

Now Therefore in consideration of the premises and of the grant and conveyance by the said Louis A. Crandell and wife to the said John W. Crandell of the portion of land so to be held by the said John W. Crandell as hereinbefore set out and in further consideration of the sum of Five Dollars ($5.00) in hand paid to the said John W. Crandell by the said Louis A. Crandell, the said John W. Crandell and Lida A. Crandell, his wife, have bargained and sold and by these presents do grant and convey unto the said Louis A. Crandell all their right title interest and estate in and to all the following tract of land situate in the Eighth Election District of Anne Arundel County, Maryland, namely - Beginning for the same at a post at the head of ditch said post a corner boundary of the lands sold the Molden brothers by John W. and L. A. Crandell said post standing in the first line of the whole survey and run with said first line South twenty four degrees seventeen minutes West one hundred and thirty-eight and three tenths perches to a post, thence North eighty-nine degrees seventeen minutes East one hundred and forty-seven and eleven one-hundredths perches to a post fixed as a boundary between the lands of John W. Crandell and L. A. Crandell, thence leave the outlines and run with the line dividing said lands North fourteen degrees thirty nine minutes West ninety-one and nine-tenths perches to a post in the low grounds of a branch or drain, thence up said low grounds North thirty-eight degrees East, thirty seven perches to a post in the outline of the lands sold by the said John W. and L. A. Crandell to Molden brothers, thence run to exclude said land reversely North seventy-four degrees twenty-five minutes West thirty nine and sixty-four hundredths perches to a post on the South side of a white gum tree, thence North eighty-eight degrees, twenty-five minutes west thirty six and four fifths perches to a post, thence South seventy one degrees fifty minutes West, sixteen and four-fifths perches to the place of beginning, containing eighty-five acres of land more or less, according to survey thereof made by John Shepherd, Surveyor, on the 8th day of November, 1909, and laid down on a plat thereof hereto attached and made a part of this deed, the above described land being a part of "Crutchley's Choice" lying situate about one and one-half miles Southerly from Shady Side in the Great Swamp in the Eight Election District of Anne Arundel County, Maryland, and the same lands described in a Deed dated the 28th day of June, 1884, from Thomas J. Griffin and wife to John W. and Louis A. Crandell and recorded in the Land Records of Anne Arundel County in Liber S. H. No. 24 folio 134

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 above described property unto and to the proper use and benefit of the said Louis A. Crandell, his heirs and assigns in fee simple.

Witness the hands and seals of the parties of the first part.

Test; John W. Crandell (SEAL)

Wilson T. Weems; Lida A. Crandell (SEAL)

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

I hereby certify that on this 22nd day of November, in the year nineteen hundred and nine, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Anne Arundel County, personally appeared the Above named John W. Crandell and Lida A. Crandell, his wife, and each acknowledged the aforegoing deed to be their act and deed.

Wilson T. Weems, Justice of the Peace.

Recorded 10th December 1909.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I hereby certify, that the aforegoing Deed was truly taken and copied from Libre G.W. 72, folio 29, one of the Land Record Books of Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 8th day of February, A. D. 1944.

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

Filed Feby. 14" 1944.

PLAINTIFFS' EXHIBIT No 2

This Deed made this 25th day of November in the year Nineteen Hundred and nine, by Louis A. Crandell and Bettie A. Crandell, his wife, of the first part and John W. Crandell of the second part, all of Anne Arundel County, Maryland, Witnesseth:

Whereas by deeds dated the twenty-second day of November in the year Nineteen Hundred and nine, the said Louis A. Crandell and John W. Crandell have divided between themselves the property situate in the Eighth Election District of Anne Arundel County, formerly owned by them jointly, and whereas the said John W. Crandell has taken sixty acres of land lying back from the public road and has no out-let to the public road, except trough the property of the said Louis A. Crandell, and whereas there was omitted inadvertently from the said deed of Louis A. Crandell and wife, to John W. Crandell the trant of a right of way from the said sixty acre tract of land over the eighty-five and three quarter acre tract of land conveyed by the said John W. Crandell and wife to the said Louis A. Crandell.

Now Therefore in order to rectify yhe said mistake and as a part of the consideration for the grant by John W. Crandell and wife to the said Louis A. Crandell of the said eighty-five and three quarters acre tract of land, the said Louis A. Crandell and Bettie A. Crandell, his wife, do by these presents grant unto John W. Crandell, his heirs and assigns, a right of way from his said sixty acre tract of land adjoining the land of the said parties of the first part over the said eighty five and three quarters acre tract of the said Louis A. Crandell along the existing road past the barn and dwelling house of the said Louis A. Crandell to Niemann's land, lying to the West of the said Louis A. Crandell's property and thence over the existing right of way over Niemann's land to the public road.

Witness the hands and seals of the parties of the first part.

Test: L. A. Crandell (SEAL)

Wilson T. Weems. Bettie A. Crandell (SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 25th day of November, in the year Nineteen hundred and nine, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County, personally appeared above named Louis A. Crandell and Bettie A.

Crandell his wife and each acknowledged the aforegoing deed to be their act and deed.

Wilson T. Weems.

Justice of the Peace.

Recorded 29th November, 1909.

State of Maryland, Anne Arundel County, Set:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber G.W. No. 72, folio 8, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and sela of the Circuit _____ for Anne Arundel County, this 9th, day of February, A. D. 1944.

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

Filed Feby. 14" 1944.

PLAINTIFFS' EXHIBIT No. 3

THIS deed made this twentieth day of January, nineteen hundred and thirteen, between John L. Nieman_ and Elizabeth Nieman_ his wife, parties of the first part, and Louis A. Crandell, parties of the second part, all of Anne Arundel County and State of Maryland, Witnesseth:

That the parties of the first part for and in consideration of the sum of eight hundred dollars to them in hand paid by the said parties of the second part, have granted bargained sold and conveyed, unto the said parties of the second part their heirs and assigns forever, all that lot or parcel of land, lying and situate about midway between Shady side and Churchton on the South side of the public road in the Great Swamp in the Eighth District of Anne Arundel County, Maryland, Said piece of land being a part of the land allotted to John L. Nieman_ in the survey and division of his fathers' estate, about the year 1911 (See 2956 Equity) and contained within the following metes and bounds, courses and distances, to wit:

Beginning for the same at a Black Oak tree stump on the edge of a woods, said stump one of the boundaries of the said Niemans' land and the Lands of Louis A. Crandell and run from the said stump, as corrected for variations North 37° 54_ West 18 18/100 perches to a post a corner boundary of the lands of the late Joseph Murray deceased thence with said lands South 59° 24_ West 48 56/100 perches to a post, thence South 56° 13_ West 1 92/100 perches to a post thence leave said outlines and run to include-
all the woodlands' South 1° 45_ East 19 34/100 perches to a stone, thence South 28° 30_ East 16 76/100 perches to a black Oak tree, and stone standing on the South side of a Ditch, and North side of a road, thence run down said ditch bank, and South side thereof South 59° 45_ West 17 2/5 perches to a stone on the North edge of the said ditch, and joining the lands of Nellie Armiger and West of the turn of the said road, and in the outlines of the lands thence with said outlinrs South 3149_ East 1 10/100 perches with stone joining Nellie Armiger, thence South 17° 54_ East 28 1/10 perches to a stone thence South 44° 24_ East 15 48/100 perches to a stone on the outlines of L. A. Crandall's lands thence with said land north 24.10 East 101 44/100 perches to the place of beginning.

Containing nineteen acres three Roods & 22 square perches (19,A 3R 22 Sqr) of land more or less.

Together with all the rights, privileges and appurtenances thereto belonging or in

anywise appertaining and all the estate title and claims of the said parties of the first part, of in and to the above described premises to have and to hold all and singular the above described premises, together with the a apurtenances unto the said parties of the second part and their heirs and assigns forever.

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

Test: John L. Nieman (SEAL)

Edw. G. Sutten. Elizabeth Nieman (SEAL)

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

I hereby certify, that on this 20' day of January, in the year Nineteen and Thirteen, before me the subscriber, and Justice of the Peace of the State of Maryland, in and for Anne Arundel Co. personally appeared the above named John L. Nieman and wife, and acknowledged the aforegoing deed to be act and deed.

Edw. G. Sutten

Justice of the Peace.

Recorded 23 Jan. 1913.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber G.W. 92, 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 9th day of February, A. D. 1944.

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

Filed Feby. 14" 1944.

PLAINTIFFS' EXHIBIT No. 4.

This Deed, Made this fourteenth day of September, nineteen hundred and fourteen, between Mrs Nellie E. Armiger and her husband John Armiger, parties of the first part, and Louis A. Crandell and Bettie A. Crandell his wife, parties of the second part, All of Anne Arundel County and State of Maryland, Witnesseth;-

That the parties of the first part for and in consideration of the sum of One hundred and seventy five dollars to them in hand paid by the said parties of the second part: have granted, bargained and sold and conveyed unto the said parties of the second part, their heirs and assigns forever

All that lot or parcel of land, lying and situate about midway between Shady Side and Churchton on the south side of the Public Road in the Great Swamp in the Eighth District of Anne Arundel County, Maryland.

Said piece or parcel of land being part of the lands allotted to Nellie Armiger in the survey and division of her Fathers estate about the year 1911 (see 2956 Equity) and contained within the following metes and bounds, courses and distances, to wit;-

Beginning for the survey of the said land and near a Wild Cherry Tree, one of the boundaries of said land, near a bridge on the south side of the Road leading to the dwelling of Louis A. Crandell and on the east side of the junction of two ditches and now from said Cherry Tree, North 31 degrees 45' West 3/5 of a perch to a boundary in the land of said ditch, thence up north side of a ditch South 46 degrees 45' West 39 1/2 perches to a boundary, thence south 59 degrees 30' West 9 3/10 perches to a boundary near a small bridge and

East edge of the road leading to Dr. Geo. T. Dent, thence with said road South 29 degrees 35' East 46 4/5 perches, to a boundary in the outlines of Dr. Geo. T. Dent land thence with said land North 89 degrees 55' East 11 44/100 perches to a Black Gum Tree, thence leave the lands of Dr. Geo. T. Dent and run with lands Louis A. Crandell North 24 degrees 14 _ East 37 84/100 perches to a stone a boundary of the lands purchased by the said Louis A. Crandell of John L. Neiman thence with land North 44 degrees 20' West 15 48/100 perches to a boundary thence North 17 degrees 50' West 28 1/10 perches to the place of beginning. Containing fourteen acres and thirteen square perches of land more or less together with all the rights, privileges, and appurtenances thereto belonging or in anywise appertaining and all the estate title and claim of the said parties of the first part of in and to the above described premises.
To Have And To Hold all and singular the above described premises together with the appurtenances unto the said parties of the second part and their heirs and assigns forever.

Witness the hands and seal of the said parties of the first part in the day and year first herein before written.

Test;- Nellie E. Armiger (SEAL)

Edw. G. Sutton John Armiger (SEAL)

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

I hereby certify that on this Sixteenth day of September in the year Nineteen hundred and fourteen, before me the Subscriber one of the Justice of the Peace of the State of Maryland in and for Anne Arundel County, personally appeared the above named Nellie E. Armiger and husband John Armiger and acknowledged the aforegoing deed to be their act and deed.

Edw. G. Sutton
Justice of the Peace

Recorded 19th September 1914.

State of Maryland, Anne Arundel County, Sct;-

I Hereby Certify, that the aforegoing Deed is truly taken and copied from Liber G.W. No. 110 folio 29 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 February A. D. 1944.

(COURT SEAL) John H. Hopkins, 3rd., Clerk of the Circuit Court for Anne Arundel County.

Filed Feby. 14" 1944.

PLAINTIFFS' EXHIBIT No. 5.

This Deed, Made this fourteenth day of September, nineteen hundred and fourteen, between Louis A. Crandell and wife, Bettie A. Crandell, parties of the first part, and Nellie E. Armiger and husband, John Armiger, parties of the second part; all of Anne Arundel County, State of Maryland, Witnesseth;

That the parties of the first part for and in consideration of the sum of One Hundred Dollars to them paid by the said parties of the second part, have granted bargained sold and conveyed unto the said parties of the second part their heirs and assigns forever all that lot or parcel of land lying and situate about midway between Shadyside and Churchton on the south side of the Public Road in the Great Swamp in the Eighth District of Anne Arundel County, Maryland.

Said piece or parcel of land it being a piece of the land purchased by the said Louis A. Crandell of John L. Neiman about the year 1913, and contained within the following metes and bounds, courses and distances to wit; beginning for the description of said land at a boundary and Black Oak tree stump of the aforesaid purchased and run north 71 degrees 46 East 7 64/100 perches to a boundary on a ditch bank thence run through the woods North 15 degrees 15_ West 36 1/6 perches to a boundary in the outlines of the said lands, thence with said out lines, South 59 degrees 40_ West 5 4/100 perches to a boundary thence south 65 Degrees 17_ West 1 92/100 perches to a boundary stone thence leave said outlines and run south 1.41 East 19 34/100 perches to a Percimmon Post and Boundary stone, thence south 28 degrees 26_ East 16 76/100 perches to the beginning. Containing Two acres and eight square perches, 2 Acres 0 Roods 8 sq perches of land, more or less, together with all the rights, privileges, and appurtenances thereto belonging or in anywise appertaining, and all the estate, title & claims of the said parties of the first part of in and to the above described premises to have and to hold all and singular the above described premises together with the appurtenances unto the said parties of the second part and their heirs and assigns forever.

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

Test;- Louis A. Crandell (SEAL)

Edw. G. Sutton Bettie A. Crandell(SEAL)

State of Maryland, Anne Arundel County, To wit;-

I hereby certify that on this Sixteenth day of September Nineteen hundred and fourteen, before me the subscriber one of the Justices of the Peace of the State of Maryland in and for Anne Arundel County personally appeared Louis A. Crandell and wife Bettie A. Crandell and acknowledged the aforegoing deed to be their act and deed.

Edw. G. Sutton

Justice of the Peace

Recorded 20th October 1914

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

I Hereby certify that the aforegoing Deed is truly taken and copied from Liber G.W. No. 110 folio 162 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 February A.D. 1944.

(COURT SEAL) John H. Hopkins, 3rd., Clerk of the Circuit Court for Anne Arundel County.

Filed Feby. 14" 1944.

Testimony on behalf of the Plaintiff, and Exhbts. June 6th, 1944.

PRESENT:- Mr. George E. Rullman, Solicitor for Plaintiff.

Mr. Robert E. Kindred, Solicitor for Defendant.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

-----Agreement of Counsel to waive signatures.

WITNESSES:-W. Bennett Crandell, ---------- 2 to 5 ------5 to 7

Richard St. Clair Crandell, ----8 to 9 ---- 10 to 11

Gladys Hulse, ---------- 12 to 14 ------14 to 16

Wm. T. Leatherbury, -----17 to 18 ------ 18 to 19

W. Bennett Crandell, one of the Plaintiffs, being first duly sworn, deposes and says:-
(Rullman)

1. State your name, residence and occupation?

A. W. Bennett Crandell, farmer, live at Shadyside- Churchton, Anne Arundel County,Maryland.

2. Are you the W. Bennett Crandell mentioned in this case?

A. Yes.

3. You are the son of Louis A. Crandell?

A. Yes.

4.m Is Louis A. Crandell living?

A. No, he is dead, he died February 12th, 1943.

5. What property did he have title to and own at the time of his death?

A. 117½ acres of land located between Shadyside and Churchton in Anne Arundel County, Maryland.

6. I hand you a certified copy of a deed from John W. Crandell and wife to Louis A. Crandell dated November 22nd, 1909 recorded among the Land Records of Anne Arundel County in Liber G.W. 72 folio 29 containing the description of 85 acres of land, more or less, is that a part of the property of which your father died seized and possessed?

A. Yes it is.

----Same now offered and filed as Exam. Exh. A

7. I hand you another certified copy of a deed from Louis A. Crandell and Bettie A. Crandell to John W. Crandell dated November 25th, 1909 recorded among the Land Records of Anne Arundel County in Liber G.W. 72, folio 8 and this proposes to grant a right of way from your father and mother to John W. Crandell, is that right of way still in use today?

A. No sir, no one down on that place, I work it myself, the right of way still goes across it.

-----Deed now offered and filed as Exam. Exh. B.

8. I hand you certified copy of deed dated the 20th day of January, 1913, from John L. Nieman and Elizabeth Nieman, his wife, to Louis A. Crandell recorded among the Land Records of Anne Arundel County in Liber G.W. 92, folio 483, which conveyed 19 acres 3 Roods and 22 square perches of lan_ more or less, is that a portion of the property which your father died seized and possessed of?

A. Yes.

------Offered and filed as Exam. Exh. C

9. I hand you certified copy of deed dated 14th day of September, 1914, recorded among the Land Records of Anne Arundel County in Liber G.W. 110, folio 29, from Nellie E. Armiger and John Armiger to Louis A. Crandell and Bettie Crandell his wife, and this proposes and does convey 14 acres 13 square perches, do you identify that as part of the property of which your father died seized and possessed?

A. Yes.

10. Your mother is a party to this deed, is your mother living or dead?

A. She is dead, she died in 1937.

----Deed offered and filed as Exam. Exh. D

11. I hand you another certified copy of deed dated 14th day of September 1914, recorded as aforesaid in Liber G.W. 110, folio 162 wherein Louis A. Crandell and Bettie A. Crandell your mother and father conveyed to Nellie E. Armiger and John Armiger a tract of land containing 2 acres, 8 square perches, that is stated it comes off of the piece of property your father purchased from John L. Nieman?

A. Yes.

----Deed offered and filed as Exam. Exh. E

12. These properties all adjoin?

A. Yes.

13. What, if any, improvements are on this property?

A. Two barns, three hen houses and bungalow, and old main building and two old garages.

14. Who put these buildings there?

A. I put them there all but the main building.

15. What structures did you put there?

A. Two barns, cow barns, hen houses, two garages and bungalow.

16. Who paid for the erection of these structures?

A. I did.

17. How much did you pay for them?

A. I could not say right off.

18. Can't you approximate how much,- who paid for them?

A. I paid for the barns.

19. Where did you get the material?

A. I got the material from the Thomas Lumber Company, some I sawed out the woods for one barn, some of the frame.

20. Can you obtain a statement and receipt from the Thomas Lumber Company for the lumber?

A. Yes.

-----Same to be filed when obtained. Now filed as Ex. Exh. F

21. You testified your mother died previous to your father's death?

A. Yes.

22. Can you give us the names of the heirs at law of your father?

A. Richard St. Clair Crandell whose wife is Clara L. Crandell

Gladys C. Hulse whose husband is Harry Hulse, Jr.

W. Bennett Crandell, single, myself.

Edwin A. Crandell whose wife is Gennell Crandell.

Graham Crandell whose wife is Ellen Crandell.

Reginald Crandell, now divorced.

Mary M. Crandell, single.

Clarence C. Crandell whose wife is Jeannette Crandell.

23. Are all of these parties of full age?

A. Yes, all of age.

24. As to the property described in these various deeds you have seen, is this property susceptible of partition in kind between the parties?

A. No sir, it would be physically impossible to divide it in equal shares.

25. Would it be to the interest and advantage of all the parties to have the property sold and the proceeds distributed to the parties as their interests appear?

A. Yes.

26. You, as an heir at law of your father, request that that be done?

A. Yes.

27. Do you have any opinion or idea as to the value of this property?

A. I guess the price at which it is appraised is about what it is worth,

28. Would you say in the neighborhood of $5,000?

A. Around $5,000.

29. You testified that your father died intestate on the 12th of February 1943, has administration been taken out on your father's estate in the Orphans Court?

A. Yes.

30. You were appointed Administrator?

A. Yes.

31. Has that estate been closed?

A. No sir not yet

32. Have the costs of administration and inheritance tax been paid?

A. No sir.

33. Was there any personal estate left by your father?

A. About $85.

34. So the costs of administration and inheritance tax will have to be paid out of the proceeds of this sale?

A. Yes.

35. Has Notice to Creditors been published?

A. Yes.

Cross Examination.

(Kindred)

1. You testified that you built two barns on that farm?

A. Yes.

2. When was that?

A. One was ten years ago and the other built in 1939.

3. Was that before your father and mother died?

A. One was built before my mother died and my father was living when the other one was built.

4. How are these barns constructed are they constructed on foundation?

A. On solid foundation.

5. Both on solid foundation?

A. Yes.

6. Did you have any arrangement with your father or mother when you built these barns?

A. My father told me to go ahead and build them.

7. What was the reason for building the barns?

A. They had to make a living I guess.

8. Who was on the farm at that time?

A. Just my father and myself and my youngest sister, Mary.

9. Did you have any arrangement with your father and mother to reimburse you for those buildings?

A. No, they did not reimburse me at all.

10. Was it ever your intention to take these buildings off the land?

A. No.

11. It was your idea they would be fixtures and become a part of the land is that correct?

A. No. I guess not, I thought I was going to get paid for them. I thought he would make a will and leave me to get something, I had taken care of my mother and father.

12. Is that your answer?

A. Yes, that's my answer.

13. Any of your brothers and sisters ever farm that land?

A. No, they never farmed.

14. What arrangement did you have with your father regarding the products and crops on the farm?

A. When you are farming you make a living and everybody gets something to eat and something to wear and got his money to spend.

15. Did you ever make any profits on the farm?

A. No, I have not made any profits just made a living, that's about all being made today just a living.

16. Did you have any arrangement with your father in case you did make a profit?

A. He got his part of it, he had some in the bank.

17. What part was that?

A. When anything was made he got his profit and put in the bank and the money is gone.

18. What was that a half?

A. If he got a half he got a half.

19. Who paid the taxes?

A. I did.

20. Did you pay for the hire of the men?

A. Yes, all labor and everything.

21. You took full charge of the farm?

A. Yes, he was not able to work.

Re-Direct.

(Rullman.)

1. What was the state of your father's health five years before he died?

A. He was in the Maryland General Hospital five years before he died.

2. Was he able to work on the farm five years before his death?

A. No.

3. How long before he died had he stopped working?

A. He made a little garden.

4. How many years before he died?

A. I would say he made a garden for the last 15-20 years.

5. Whose money paid for the barns and the bungalow?

A. I paid for them with my own money.

6. Put there with permission of your father?

A. Yes.

Cross Examination on Re-Direct.

(Kindred.)

1. You stated it was your own money that built those barns where did you receive that money?

A. I worked on the place and received it, I went to Camp Meade and made some of the money.

2. Part of the money came off the farm and part from Camp Meade?

A. Yes.

3. That did not apply to both barns?

A. No.

4. You did not work at Camp Meade when you built the last barn?

A. Yes, that's where I got the money to build it with.

5. How about the first barn?

A. I worked and saved enough to build it with.

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

A. No.

Richard St.Clair Crandell, a witness of lawful age, being first duly sworn, deposes and says:-

(Rullman)

1. You are the son of Louis A. Crandell now deceased?

A. Yes.

2. Do you know the property of which your father died seized and possessed of?

A. Yes.

3. What did that consist of?

A. 117 acres and improvements, two houses and two barns and old barn and three hen houses and old garages located in the 7th District of Anne Arundel County between Churchton and Shadyside.

4. You heard your brother testify as to your father's heirs at law, are they correct as given by him?

A. Yes.

5. Are they all of age?

A. Yes, all of age.

6. Is this property susceptible of division in kind between the heirs at law without loss or damage to their interest?

A. I don't thing so.

7. In your opinion, is it necessary that the property be sold and the property divided among the heirs at law?

A. Yes, other than I want my brother, Bennett, to have his portion of the barns which he built.

8. Your brother has testified as to his putting up certain structures and buildings on that property, do you know anything about that?

A. Yes, he worked there all his life.

9. Did you see the barns being constructed?

A. Yes.

10. Did you help him construct them?

A. Yes, some.

11. Were you paid for your work?

A. Yes.

12. Who paid you?

A. My brother.

13. Do you know where the supplies were bought?

A. Yes, Thomas Lumber Company other than the last barn some frames sawed out.

14. Who paid for that?

A. My brother.

15. Who paid for the material from the Thomas Lumber Company?

A. He did.

16. Out of whose funds?

A. I guess funds made on the farm and he worked at Camp Meade when the last barn was built, and built that barn with that money.

17. Did your father permit him to put the structures on the place?

A. Yes.

18. Was your father able to work on the farm?

A. No, other than making a little garden.

19. How long before he died?

A. He has not really worked for the last thirty years did not work, maybe longer than that. He was operated on when 40 years old and he never could do a day's work, and he was operated on five years ago, and he was not physically able to do any hard work.

20. Who did the work on the farm?

A. My brother did it. We were on the farm until of age and the others left and he was the only one stayed there, him and my youngest sister.

21. Your mother died how long before your father?

A. I guess about six years.

22. Who worked on that farm in the last ten years?

A. My brother.

23. Who else?

A. No other than the hired help.

24. Did any of your other brothers and sisters work on the farm?

A. Only my youngest sister stayed there and helped to do for mother and father.

25. What is your opinion as to the value of this property?

A. Around about $5000.

Cross Examination.

(Kindred).

1. You say your brother paid for this lumber to the Thomas Lumber Company and he bought lumber from other farmers?

A. No, he never bought any from other farmers.

2. How do you know he paid for the lumber?

A. He was the one operating the farm, he paid the bills and bought what was to be bought.

3. You don't know whether he paid for it?

A. I don't think my father did.

4. You are not sure your father paid for it or not?

A. Yes I am sure because he did not attend to any business whatsoever.

5. He was a partner with his son?

A. Yes.

6. They divided the funds and whatever your father received he put in bank.

A. I guess what little he got he put in bank.

7. These barns were necessary for the business?

A. Yes, to make a living and for stock and things requires barns.

8. Do you know how they were constructed as to foundation?

A. The first one built has solid foundation, has staunching for cows and cement floor, the other barn has solid foundation frame construction. That has only a solid concrete foundation.

9. Where are you living now?

A. I am living over at Eastport.

10. Where were you living in 1934?

A. I owned my own place adjoining my father's place.

11. Your brother stated that he and his father never made any large sums of money on the farm, is that correct?

A. Yes sir, not a whole lot of money, not in farming, might say a living. Some few raise tobacco and make a few dollars, other than that not a whole lot in farming.

Re-Direct.

(Rullman)

1. What do you mean by solid foundation?

A. A foundation poured all the way round, solid, all in one no piers.

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

A. I guess that's about all.

Gladys C. Hulse, a witness of lawful age, being first duly sworn deposes and says:-

(Rullman)

1. Are you Gladys C. Hulse one of the parties mentioned in these proceedings?

A. Yes, I am the oldest of the family.

2. You are the daughter of Mr. and Mrs. Louis A. Crandell?

A. Yes.

3. Your father and mother are both dead?

A. Yes.

4. Do you know this property that your father died seized and possessed of?

A. Every inch of it.

5. What does that consist of?

A. 117 acres located near Churchton in the 7th District of Anne Arundel County.

6. What improvements are on there?

A. It has two dairy barns, an old barn not worth mentioning and two hen houses and brooder house, main dwelling and bungalow and two old garages built in 1916.

7. Is this property susceptible of division in kind between the eight heirs at law of

your father?

A. I would not want any part of it, not if cut up in 8 parts; it is physically impossible.

8. You feel it would be to the best interest of the parties to sell and divide the proceeds among them?

A. I do.

9. Do you have any idea or opinion as to the value of the property?

A. I guess about $5,000.

10. Coming to these improvements do you know who placed these improvements on the property?

A. I do.

11. Who did?

A. W. Bennett Crandell.

12. Which did he place there?

A. Two dairy barns, two hen houses brooder house and two garages.

13. You know when they were placed there?

A. The brooder house and hen houses are about 15 years old and the little bungalow was built in 1939, and I think the two barns one is 10 years old and other one was -------- built in 1939.

14. Did you see them when in course of construction?

A. Yes.

15. Who built them?

A. My brother Bennett and other brother St.Clair helped some evenings after work.

16. By whose permission were they placed there?

A. His father's.

17. Do you know who paid for the material?

A. Bennett paid for the material and paid for the help.

18. Did your father pay any portion of it?

A. No sir he had nothing to pay with, what little he had he kept for sick day.

19. Who worked on that farm?

A. Bennett and two colored men.

20. Any other of your brothers and sisters work on there?

A. One sister stayed home and doing the housework and took care of mother and father after I left; I was 34 years old when I left and from then on she took care of them until he died; and now I have gone back to take care of Bennett.

21. What was the condition of your father's health?

A. His health was very poor. When he was 40 or 42 he was operated on and lay flat of his back for three years, then he got out and drove around or walked around, he was not able to work. His best health was in the last few years he made a garden and walked around but far as working in the field he could not do that; in the last days we did not expect him to do it even if his health had permitted because he was too old, when you get around 80 you don't feel like doing anything.

22. You heard your brother Bennett testify as to the heirs at law of your father and heard him name them, were they correct as named by him?

A. That's correct, he named all of them.

23. Are they all of age?

A. Yes, the youngest is 35, all are of age.

Cross Examination.

(Kindred)

1. Where do you live now?

A. I live at home with Bennett since my father's death.

2. Where did you live just prior to going back home?

A. I lived in Deep Cove Road, I lived there seven years.

3. Prior to that where did you live?

A. Franklin Manor on the Bay on the other side of Churchton.

4. You spoke of a bungalow so there are two residences on that farm?

A. The colored help is in the bungalow and Bennett lives in the main building.

5. Did Clarence Crandell help build those buildings?

A. He use to work at the Coast Guard where he is working now and sometimes he had Saturday afternoon off and would come down and work until night that way, but if he worked a day there he was paid for it.

6. How about your brothers and sisters were they paid? Did they do any work?

A. The other sister was at the house and the other brothers were away, they all left home when of age and married except Bennett and my only sister is single.

7. Do you know of any arrangement between Bennett, your brother, and your father regarding these buildings?

A. Only that my father gave him permission to build them and of course he expected to make his will; I talked with him three weeks before he died and he expected to make his will and leave the property to Bennett with Bennett paying my sister off a share for being there all her life, and he died by snap of his finger and did not have a chance to make a will like every one else. He expected to make a will because I had talked several times with him and we all wanted him to make a will but death crept on so sudden he died with the snap of his finger and the will was not made.

8. These two barns were constructed on foundations?

A. Yes, solid foundations.

9. One of the barns contains solid concrete floor?

A. That's right.

10. Did you know whether or not Bennett paid for the lumber that went into these buildings?

A. I certainly do.

11. How do you know that?

A. Because I saw the receipts.

12. How can you tell who paid for them?

A. Because my father did not have any money to pay for them with.

13. Where did this money come from that paid for this limber?

A. Bennett worked at Camp Meade and paid for one out of his Camp Meade money and the other one he worked on the farm there and bought stock and sold it and that's how he got money to pay for that one.

14. Who told you Bennett took his money from Camp Meade and paid for the barn?

A. Did not anybody tell me that I knew it because my father did not have any money to build a barn with.

15. How do you know that?

A. Because he was the only one in the house who had the money.

16. Did you see the money paid?

A. I did not see the money paid but I heard my father say Bennett paid for them, and I do know my father did not have money enough to pay for the barn.

17. Did your father have any money in the bank?

A. He had a few dollars, maybe around $800 was all he had.

18. What was the cost of the barns?

A. I don't know but they cost a plenty.

19. What would you estimate the cost?

A. I would estimate around $1500.

20. The one barn?

A. Yes.

21. What did the other cost?

A. I don't know about the other but was built at a different time and out of different material.

22. How long did Bennett work at Camp Meade?

A. I don't know how long he worked there but when I go home I could tell you.

23. How could you tell by going home?

A. He belonged to the Union the whole time and his books are at home, I can give you the time from the day he started until the day he stopped.

24. During the building of that barn you did not live at home?

A. No sir, I was at Franklin Manor; when the first one was built I lived at Deep Creek Road.

25. You did not help build it?

A. No sir, I never put a penny on the place after I left. I put 24 years of work there at the house taking care of mother sick 21 years, and when I left I was 34 and my sister 17, and she and I nursed her the Winter before she died,-

Re-Direct.

(Rullman)

1. You talked about the bungalow, who built the bungalow?

A. Bennett built the bungalow.

2. How is that constructed, is it on piers or on solid foundation?

A. On piers, it is a shingle building.

3. Who paid for that?

A. Bennett.

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

A. No.

William Taylor Leatherbury, a witness of lawful age, being first duly sworn, deposes and says:-

(Rullman.)

1. State your name and residence?

A. William Taylor Leatherbury, Shadyside, Anne Arundel County, Md.

2. You are a member of the Board of County Commissioners of Anne Arundel County?

A. Yes.

3. Do you know the parties to this suit, the Crandell family?

A. I do.

4. Do you know the property of which Louis A. Crandell died seized and possessed?

A.I do, yes.

5. What does that consist of?

A. Consists of 117 acres of land, very low land is practically no value other than after it is built up which Mr. Crandell had fairly good. It is very low during the Spring of the year you can hardly use it or work it.

6. It is located in the 7th District close to Churchton and Shadyside?

A. Yes.

7. Did you have occasion to examine this property and appraise it?

A. I did.

8. Were you one of the appraisers of the estate of Louis A. Crandell in the Orphans Court for Anne Arundel County?

A. Yes.

9. Did you and Mr. John M. Thomas make that appraisal of this estate?

A. We did.

10. What value did you place on that property in your appraisal?

A. I think $4940, that included all the buildings and farm land.

11. There are 8 heirs at law of Louis A. Crandell, in your opinion, is this property susceptible of division in kind between those 8 heirs without loss to them? Do you think it could be equally divided amongst them?

A. No sir, I don't see how it could be.

12. Is it impossible?

A. I would not want any part of it after it was divided.

13. What are the improvements on that property?

A. There are two cattle barns for milk cows, one little tenant house to keep some colored people in, and the main residence an old building, a couple of chicken houses, an old barn practically no value at all except it's there, I guess would not tear it down, but you would not gove ten cents for it, the other barns are fair built in the last ten years.

14. In your opinion would it be better to have the property sold and the proceeds of sale divided among the parties as their interests appear?

A. That's a pretty hard question to answer but I expect it would be?

No Cross Examination.

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

A. No.

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

Witness my hand and seal this 15th day of June, 1944.

Jno. S. Strahorn (SEAL)

Examiner.

Filed June 15" 1944.

DEED

This deed made this tenth day of December in the year eighteen hundred and ninety-one by Henry Seebohm and Auguste M. E. Seebohm, his wife, both of Anne Arundel County, State of Maryland: Witnesseth, that for and in consideration of the sum of Nine Hundred and fifty dollars ($950.00) the receipt of which is hereby acknowledged the said Henry Seebohm and Auguste M. E. Seebohm do grant and convey unto William A. Schulz, of said County and State, his heirs and assigns all that lot or parcels of land situate in Eastport of said County and fronting on the Northeast side of Fourth Street forty (40) feet and extending back, with an even width, One hundred and sixty-five (165) feet to Lot No. 87 and adjoining Lot No. 90 now owned by Mrs. M. Redmond. The same being parts of Lots Eighty-five and Eighty-six as designated on a plat of Horn Point, now known as Eastport, made by John Duvall, Esq., Surveyor, on the 30th day of September 1868; and a part of the same property which was conveyed to the said Henry Seebohm by James H. Hodges by deed dated the 28th day of March 1877 and recorded among the Land Records of said County in Liber S.H. No. 11 folio 244 &c.

Together with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining; to have and to hold the above granted property unto the said William A. Schulz his heirs and assigns forever in fee simple.

And the said Henry Seebohm and Auguste M. E. Seebohm do hereby covenant that they will warrant specially the property hereby conveyed and that they will execute such other and further assurance of said land as may be requisite.

As witness our hands and seals the day and year first above written.

Test: Henry Seebohm (SEAL)

Thos. Basil Auguste M E Seebohm (SEAL)

State of Maryland Anne Arundel County to wit:

I hereby certify that on this tenth day of December in the year eighteen hundred and ninety one before me the subscriber, a Justice of the Peace of the State of Maryland in and for Anne Arundel County, aforesaid, personally appeared Henry Seebohm and Auguste M.E. Seebohm, his wife, and each acknowledged the aforegoing deed to be their respective act.

Thos Basil J.P.

ANSWER.

W. Bennett Crandall et al.; Plaintiffs, No. 8599 Equity

vs. In the Circuit Court for

Clarence C. Crandall, Defendant. Anne Arundel County

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Clarence C. Crandall to the Bill of Complaint answering says:

That he admits all of the matters and things stated in said Bill of Complaint and assents to the passing of a decree by this Honorable Court appointing trustees to sell the property mentioned in said bill and the division of the proceeds among all parties in interest in accordance with their legal rights.

And as in duty bound etc.

Clarence C. Crandall Robert E. Kindred

Defendant Solicitor for Defendant.

Filed Feby. 28" 1944.

Agreement of Counsel to Submit case for Decree.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

It is hereby agreed that the above entitled case be submitted for Decree.

George E. Rullman
Solicitor for Plaintiffs
Robert E. Kindred
Solicitor for Defendant.

Filed June 28" 1944

DECREE June 28, 1944.

This cause standing ready for hearing and being submitted the proceedings were read and considered by the Court, and it appearing to the Court that Louis A. Crandell died intestate and that the real estate mentioned in these proceedings cannot be divided in kind without material loss or injury:

It is thereupon this 28th day of June 1944, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that all of the real estate in these proceedings mentioned be sold and that George E. Rullman and Robert E. Kindred be, and they are hereby appointed Trustees to make said sale and that their course and manner shall be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves and a surety or sureties, to be approved by the Court in the penal sum of five thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any further decree or order passed in the premises; they shall then proceed to make said sale, having given at least three weeks notice by advertisement inserted in such newspaper or newspapers published in Anne Arundel County as they shall think proper, stating the time, place, manner and terms of sale, which terms shall be a deposit of $300.00 to be paid in cash upon the day of sale, the balance to be paid upon the final ratification of said sale with interest thereon at the rate of 6% per annum on the unpaid purchase price, or all cash at the option of the purchaser; and as soon as may be considered convenient after making such sale 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 the said sale; and, on obtaining the Court's ratification of the same and on the payment of the whole purchase money and not before, the said trustees shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold free, clear and discharged from any and all claims of the parties hereto, plaintiffs and defendant, and of those claiming by, from or under them, or any of them; and the said trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Ridgely P. Melvin,
C. J.

Filed June 28" 1944.

TRUSTEE'S BOND.

KNOW ALL MEN BY THESE PRESENTS,

THAT WE, Robert E. Kindred and George E. Rullman of Anne Arundel County, State of Maryland, and the NATIONAL SURETY CORPORATION, ---------- a body corporate, of New York, and duly admitted to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand ($5,000.00) Dollars to be paid to the said State or its certain Attorney, to which payment well and truly to be made we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents--sealed with our seals and dated this twenty-eighth day of June, in the year of our Lord one thousand nine hundred and forty-four.

WHEREAS, the above bounden Robert E. Kindred and George E. Rullman, by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County has been appointed trustees to sell real estate mentioned in the proceedings in the case of W. Bennett Crandell, et al vs. Clarence C. Crandell Equity No. 8599 now pending in said Court:

Now the Condition of the above Obligation is such That if the Above Bounden Robert E. Kindred and George E. Rullman do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered — George E. Rullman (SEAL)

in the presence of — Robert E. Kindred (SEAL)

Granville L. Meredith (CORPORATE SEAL) NATIONAL SURETY CORPORATION

BY Wm. M. Murphy ATTORNEY-IN-FACT (SEAL)

Filed June 30" 1944.

W. Bennett Crandell, et al — No. 8599 Equity

vs. — In the Circuit Court for

Clarence C. Crandell — Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman and Robert E. Kindred, Trustees, respectfully shows:

THAT under and by virtue of a Decree of this Honorable Court passed in the above entitled cause under date of June 28, 1944, to make sale of the real estate mentioned in these proceedings, the said George E. Rullman and Robert E. Kindred, Trustees, after having given bond with approved security, and after having given at least three weeks notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of said Decree and of the law for such cases made and provided, did offer said property for sale by public auction at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, August 8, 1944, at 11:00 o'clock, A.M., and then and there sold the said property to W. Bennett Crandell at and for the sum of Thirty Seven Hundred Fifty Dollars ($3750.00), he being then and there the highest bid therefore; said property being described as follows:

ALL those lots or parcels of land situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, located near Churchton, being fully and particularly described in the following deeds: (1) Deed from John W. Crandell and wife to Louis A. Crandell, dated November 22, 1909, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 72, folio 29, containing 85 acres of land, more or less, subject to a right of way granted John W. Crandell by Louis A. Crandell and wife, by deed dated November 25, 1909, and recorded among the Land Records aforesaid in Liber G.W. No. 72, folio 8. (2) Deed from John L. Neiman and wife to Louis A. Crandell, dated January 20, 1913, and recorded in Liber G.W. No. 92, folio 483, containing 19 acres of land, more or less; out of which the said Louis A. Crandell and wife conveyed to John Armiger two acres of land, more or less, by deed dated September 14, 1914, and recorded in Liber G.W. No. 110, folio 162. (3) Deed from Nellie E. Armiger and husband to Louis A. Crandell and Bettie A. Crandell, his wife, now deceased, dated September 14, 1914, and recorded in Liber G.W. No. 110, folio 29.

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

"TERMS OF SALE: A deposit of $300.00 cash will be required of the purchaser on day of sale, the balance of the purchase money with interest thereon at six per cent per annum to be paid upon final ratification of sale, or all cash at the option of the purchasers. All taxes, assessments and public charges to be adjusted to day of sale."

Respectfully submitted,

George E. Rullman

Robert E. Kindred, Trustees.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this 8th day of August, in the year 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George E. Rullman and Robert E. Kindred, Trustees, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth, and that the said sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Ruby W. Chaney

Notary Public.

Filed August 8" 1944

Advertisement of Sale. George W. Scible, Auctioneer.

TRUSTEE'S SALE OF VALUABLE DAIRY FARM PROPERTY Located near Churchton, in the Seventh Election District of Anne Arundel County, Maryland, containing one hundred seventeen (117) Acres of Land, more or less, and improved by a six-room dwelling, a bungalow, two garages, two barns, hen houses and outbuildings.

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed the 28th day of June, 1944, in a cause in said Court pending wherein W. Bennett Crandell et al are plaintiffs, and Clarence C. Crandell is defendant, being No. 8599 Equity, the undersigned Trustees will offer at public sale at the Court House door in the City of

Annapolis, Maryland, on Tuesday, August 8th, 1944 at eleven o'clock A.M. the following described property:

All those lots or parcels of land situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, located near Churchton, being fully and particularly described in the following deeds: (1) Deed from John W. Crandell and wife to Louis A. Crandell, dated November 22, 1909, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 72, folio 29, containing 85 acres of land, more or less, subject to a right of way granted John W. Crandell by Louis A. Crandell and wife by deed dated November 25, 1909, and recorded among the Land Records aforesaid in Liber G.W. No. 72, folio 8. (2) Deed from John L. Neiman and wife to Louis A. Crandell, dated January 20, 1913, and recorded in Liber G.W. No. 92, folio 483, containing 19 acres of land, more or less; out of which the said Louis A. Crandell and wife conveyed to John Armiger two acres of land, more or less, by deed dated September 14, 1914, and recorded in Liber G.W. No. 110, folio 162. (3) Deed from Nellie E. Armiger and husband to Louis A. Crandell and Bettie A. Crandell, his wife, now deceased, dated September 14, 1914, and recorded in Liber G.W. No. 110, folio 29.

TERMS OF SALE: A deposit of $300.00 cash will be required of the purchaser on day of sale, the balance of the purchase money with interest thereon at six per cent per annum to be paid upon final ratification of sale, or all cash at the option of the purchaser. All taxes, assessments and public charges to be adjusted to day of sale.

George E. Rullman,
Lee Building, Annapolis, Md.
Robert E. Kindred,
Glen Burnie, Maryland.

Auctioneer's Certificate and Purchaser's Agreement.

August 8, 1944.

I hereby certify that I have this day sold the property described on the within handbill to W. Bennett Crandell at and for the sum of Thirty Seven Hundred and Fifty Dollars ($3750.00) he being then and there the highest bidder therefor; and I further certify that the sale was fairly made.

George W. Scible, Auctioneer.

I hereby certify that I have this day purchased the property described on the within handbill from George E. Rullman and Robert E. Kindred, Trustees, at and for the sum of Thirty Seven Hundred and Fifty Dollars ($3750.00), and I hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

Witness: Ruby W. Chaney W. Bennett Crandell (SEAL)
Purchaser.

Filed August 8" 1944

Order Nisi.

ORDERED this 8th day of August, in the year 1944, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman and Robert E. Kindred, Trustees, be ratified and confirmed unless cause to the contrary be shown on or before the 11th day of September next; provided a copy of this Order be inserted in some

newspaper published in Anne Arundel County in each of three successive weeks before the 11th day of September next.

The report states the amount of sales to be $ ____

John H. Hopkins, 3rd., Clerk.

Filed August 8" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., September 13, 1944.

We hereby certify, that the annexed Order Nisi - Eq. #8599 W. Bennett Crandall vs. Clarence C. Crandell was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of September, 1944. The first insertion being made the 10th day of August, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. P. White

Filed Sept. 13" 1944.

ORDERED by the Court, this 14th day of September 1944, 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 that the Trustees be allowed the usual commissions and such proper expenses as they shall produce vouchers for to the Auditor.

Ridgely P. Melvin, Judge.

Filed Sept. 14" 1944

AUDITOR'S REPORT AND ACCOUNT.

W. Bennett Crandell, et al No. 8599 Equity.

vs. In the Circuit Court for

Clarence C. Crandell 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

October 11, 1944. All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. W. Bennett Crandell, et al, vs. Clarence C. Crandell in ac. with George E. Rullman and Robert E. Kindred, Trustees.

To Trustees for Commissions	$143.33	$ 143.33
To Trustees for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Defendant's Solicitor's appearance fee	10.00	
Clerk of Court - court costs	28.75	
Sheriff's costs	.95	
Auditor	18.00	67.70
To Trustees for Expenses, viz:		
Capital-Gazette Press - advertising sale	27.00	
Capital-Gazette Press - handbills	5.50	

To Capital-Gazette Press - Order Nisi on Sale	$ 5.00		
Capital-Gazette Press - " " this acct.	5.00		
National Surety Corporation - bond premium	20.00		
George W. Scible - auctioneer	16.00		
George E. Rullman - fee for legal services (Order of Aug. 31, 1944)	150.00		
John S. Strahorn - examiner's fee	8.00		
Juliet D. Strahorn - stenographer	7.50		
Clerk of Court - certified copies of deeds	7.00		
One-half Federal revenue stamps	2.20		
One-half State revenue stamps	1.85		
Ruby W. Chaney - notary fee	.50	255.55	
To Trustees for Taxes, viz:			
1944 State and County Taxes ($136.89-adjusted)		82.50	
To Trustees for Expense of Administration on Estate of Louis A. Crandell, viz:			
Register of Wills - Court costs	12.50		
Capital-Gazette Press -notice to creditors	5.00		
National Surety Corporation-bond premium	10.00		
National Surety Corporation-renewal premium	10.00		
W. Taylor Leatherbury-appraiser's fee	10.00		
John M. Thomas - appraiser's fee	10.00	57.50	
To Trustees for Inheritance Taxes, viz:			
Register of Wills - 1% direct inheritance tax on $3,171.02, clear value for distribution		31.71	
Balance for distribution to heirs of Louis A. Crandell, deceased -	$3,139.31		
Distributed as follows:			
To W. Bennett Crandell, son - one-eighth	392.42		
To Richard St.Clair Crandell, son- "	392.42		
To Gladys C. Hulse, daughter -one-eighth	392.42		
To Edwin A. Crandell, son - one-eighth	392.41		
To Graham Crandell, son - one-eighth	392.41		
To Reginald Crandell, son - one-eighth	392.41		
To Mary M. Crandell, daughter - one-eighth	392.41		
To Clarence C. Crandell, son - one-eighth	392.41	3,139.31	
		$3,777.60	

Cr. Aug. 8, 1944	Proceeds of Sale	$3,750.00
	Interest on deferred payment	27.60
		$3,777.60

ORDER NISI.

ORDERED, This 11th., day of October, 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 11th., 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 11th., day of November next.

John H. Hopkins, 3rd., Clerk.

Filed Oct. 11" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., November 2, 1944

We hereby certify, that the annexed Auditor's Account - No. 8599 - W. Bennett Crandell et al. vs. Clarence C. Crandall was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11 day of November, 1944. The first insertion being made the 19 day of October, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Hart

Filed Nov. 13" 1944

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of November, 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

Filed November 14" 1944.

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF BENJAMIN L. RAWLINGS AND BELVA G. RAWLINGS, HIS WIFE.	:	No. 8639 Equity. In the Circuit Court for Anne Arundel County.

Eq

FORECLOSURE OF MORTGAGE

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith for foreclosure.

H. Melvin Bull, Assignee

Filed June 2" 1944.

MORTGAGE.

THIS MORTGAGE, Made this second day of December, in the year nineteen and twenty-seven, by and between Benjamin L. Rawlings and Belva G. Rawlings, his wife, parties of the first part, of Anne Arundel County, Maryland, and The J. F. Johnson Lumber Company, a body corporate, duly incorporated under the laws of the State of Maryland, party of the second part, Witnesseth:-

WHEREAS, the said parties of the first part are justly indebted unto the said party of the second part in the sum of Five Hundred Dollars ($500.00), and to secure the prompt payment thereof the said parties of the first part have given unto the said party of the

second part their promissory note, of even date herewith, for said amount,payable in two years from the date hereof, and to secure the prompt payment of the interest that shall accrue thereon, at the rate of six per cent. per annum, the said parties of the first part have also given unto the said party of the second part their four other promissory notes, of even date herewith, payable every six months for the sum of Fifteen Dollars ($15.00) each; and

WHEREAS, it was a condition precedent to the granting of said loan that these presents should be executed for the purposes of securing the prompt payment of said notes, or any and all renewals thereof, or substitutes therefor, at the time limited for the payment of the same.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:- That for and in consideration of the premises, and the sum of One Dollar ($1.00), paid by the said party of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, its successors or assigns,

All that lot of ground situate in the Second Election District of Anne Arundel County, Maryland, adjoining the village of Eastport, on the west side of Adams Street, with a frontage thereon of 40 feet and a uniform depth of 120 feet, designated as lot No. 2 on the plat of the lands of L. Dorsey Gassaway, made by E. Lacey Chinn, January, 1903, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 29, folio 370. Being the lot of ground which was conveyed to the said Benjamin L. Rawlings by the said L. Dorsey Gassaway and wife, by deed dated the 6th day of May, 1926, and recorded among the aforesaid Land Records in Liber W.M.B. No. 37, folio 380.

2nd. All that lot of ground situate on the north side of the National Defense Highway, leading from Annapolis to Washington, in the Second Election District of Anne Arundel County, Maryland, with a frontage on said Highway of 208.72 feet and a uniform depth of 208.72 feet, containing one acre of land, more or less, according to a survey and plat made thereof by Edward Hall, Jr., Surveyor, November, 1926. Being the lot of ground which was conveyed to the said Belva G. Rawlings by Angelina S. Cornell, widow, by deed dated the 8th day of December, 1926, and recorded among the aforesaid Land Records in Liber W. M. B. No. 34, folio 441, the aforesaid plat being recorded with said deed.

Said secondly described property being subject to a first mortgage of $3250.00 held by The Annapolis and Eastport Building Association, of the City of Annapolis, Maryland, of even date herewith, and intended to be recorded prior to or with this mortgage among the aforesaid Land Records.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said party of the second part, its successors and assigns, forever.

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

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

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee its successors, or assigns, or Winson G. Gott, its said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said parties of the first part, for themselves, their heirs, personal rep-

resentatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors, and assigns, the improvements on the hereby mortgaged land to the amount of at least ____ 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: Benjamin L. Rawlings (SEAL)

Ruby W. Chaney Belva G. Rawlings (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this second day of December, in the year nineteen hundred and twenty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin L. Rawlings and Belva G.Rawlings, his wife, the Mortgagors named in the aforegoing Mortgage and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Winson G. Gott, the Attorney or Agent named in the aforegoing Mortgage, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; also that he is the Attorney or Agent of the within named Mortgagee and is duly authorized to make this affidavit.

Witness my hand and notarial seal.

(NOTARIAL SEAL) Ruby W. Chaney, Notary Public.

Filed June 2" 1944.

The J. F. Johnson Lumber Company hereby assigns the within mortgage to H. Melvin Bull, to foreclose.

Witness the name of the said The J. F. Johnson Lumber Company by signature of its Vice President, attested by the signature of its Assistant Secretary and by affixing its corporate seal this 27th day of January, 1944.

ATTEST: (CORPORATE SEAL) THE J. F. JOHNSON LUMBER COMPANY

C. Carroll Lee B. H. Farinholt, Vice President.
Assistant-Secretary.

Recorded June 2" 1944 at 1-35 P.M. in Liber F. S. R. No. 24,Fol. 224,Land Records.

TRUSTEE'S BOND.

KNOW ALL MEN BY THESE PRESENTS

THAT WE H. Melvin Bull as principal, and B. H. Farinholt and C. Carroll Lee, 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, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents -- sealed with our seals and dated this seventeenth day of July in the year of our Lord one thousand nine hundred and forty-four

WHEREAS, the above bounden H. Melvin Bull, has been appointed attorney to sell a lot of ground in Eastport, Annapolis, Md. mentioned in the proceedings in the case of --

In the matter of the sale of the Mortgaged Real Estate of Benjamin L. Rawlings and

Belva G. Rawlings, his wife - Equity No. 8639 vs. now pending in said Court:
Now the Condition of the above Obligation is such, That if the above Bounden H. Melvin Bull do and shall well and faithfully perform the trust reposed in him 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 Violet B. Tayman

H. Melvin Bull (SEAL)
Boyd H. Farinholt (SEAL)
C. Carroll Lee (SEAL)

Filed July 22" 1944.

MORTGAGEES CLAIM.

Amount of Principal	$500.00
Interest from December 2nd. 1927	199.50
	$699.50

Filed July 27" 1944.

REPORT OF SALE.

TO THE HONORABLE JUDGE OF SAID COURT:

The Report of Sale of H. Melvin Bull, Assignee of the mortgage filed in these proceedings respectfully shows:

That after giving Bond for the faithful discharge of his trust, said Bond having been duly approved by the Clerk of this Court and after having given notice of the time, place, manner and terms of said by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said Assignee did, pursuant to said notice on July 27th, 1944, at 1:00 P.M. o'clock, attend at the Court House Door in the City of Annapolis, and then and there sold the property firstly described in said mortgage unto Arundel Home Finance Corporation, a body corporate, at and for the sum of Four hundred dollars ($400.00) the best price obtainable.

Respectfully submitted,

H. Melvin Bull, Assignee.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 2nd day of August, in the year one thousand nine hundred and forty-four, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared H. Melvin Bull, Assignee, who made oath in due form of law that the matters and facts in the aforegoing Report of Sale are true and that said sale was fairly made.

AS WITNESS MY hand and Notarial Seal.

(NOTARIAL SEAL) Dorothy V. Peterman, Notary Public.

ORDER NISI.

Ordered, this 3rd day of August, 1944, That the sale of the Mortgaged Real Estate of Benjamin L. Rawlings and Belva G. Rawlings his wife made and reported by H. Melvin Bull, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 5th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of September next.

The report states that the amount of sales to be $400.00

John H. Hopkins, 3rd., Clerk.

Filed Aug. 3" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., September 19, 1944

We hereby certify, that the annexed Order Nisi - Sale - Benjamin L. Rawlings was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of September, 1944. The first insertion being made the 4th day of August, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

Filed Sept. 19" 1944 By Lillie L. French

Advertisement of Sale.

H. Melvin Bull, Assignee 2 E. Lexington St., Baltimore, Md.

ASSIGNEE'S SALE OF Valuable Real Estate in the Second District of Anne Arundel County

Under and by virtue of the power and authority contained in a mortgage from Benjamin L. Rawlings and Belva G. Rawlings, his wife, to The J. F. Johnson Lumber Company, a body corporate, dated December 2nd., 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 24, folio 221 &c., which mortgage has been assigned to H. Melvin Bull for the purpose of foreclosure, default having occurred thereunder, the undersigned Assignee will sell at Public Auction at the Court House door, in the City of Annapolis, on Thursday, July 27, 1944, at 1:00 o'clock P. M., (War Time),

All that lot of ground situate in the Second Election District of Anne Arundel County, Maryland, adjoining the village of Eastport, on the west side of Adams Street, with a frontage thereon of 40 feet and a uniform depth of 120 feet, designated as lot No. 2 on the plat of the land of L. Dorsey Gassaway, made by E. Lacey Chinn, January, 1903, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 29, folio 370. Being the lot of ground which was conveyed to the said Benjamin L. Rawlings by the said L. Dorsey Gassaway and wife, by deed dated the 6th day of May, 1926, and recorded among the aforesaid Land Records in Liber W. M. B. No. 37, folio 380.

Terms of Sale:--A cash deposit of $100.00 at the time of sale and balance upon ratification of sale. Taxes and other liens, if any, to be adjusted to day of sale.

H. Melvin Bull, Assignee

CERTIFICATE OF PUBLICATION Annapolis, Md., September 26, 1944.

We hereby certify, that the annexed Assignee's Sale Benjamin L. Rawlings 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 27 day of July, 1944. The first insertion being made the 6 day of July, 1944

THE CAPITAL-GAZETTE PRESS, INC.

Filed Sept. 26" 1944 By H. P. White

July Term, 1944

ORDERED BY THE COURT, This 27th day of September, 1944 that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commis-

missions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, C.J.

Filed Sept. 27" 1944.

AUDITOR'S REPORT AND ACCOUNT.

To the Honorable, the Judges of said Court:

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

November 20, 1944. All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Benjamin L. Rawlings and Wife in ac. with H. Melvin Bull, Assignee

To Assignee for Fee	$ 25.00	$
To Assignee for Commissions	27.00	52.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - court costs	18.75	
Auditor - stating this account	9.00	37.75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	29.25	
Capital-Gazette Press - Order Nisi on Sale	5.00	
Capital-Gazette Press - " " "this acct.	5.00	
George W. Scible - auctioneer	10.00	
Clerk of Court - recording assignment	.75	
One-half Federal revenue stamps	.28	
One-half State revenue stamps	.20	
Dorothy V. Peterman - notary fee	.50	50.98
To Assignee for Benefit Charges, viz:		
Anne Arundel County Sanitary Commission -		
water main and sewer benefit charges for 1937	13.59	
1938	13.00	
1939	12.24	
1940	11.40	
1941	10.73	
1942	9.98	
1943	9.22	
1944	10.46	90.62
To The J. F. Johnson Lumber Co., mortgagee-		
this banance on account mortgage claim		168.65
		$400.00

Amount of mortgage claim filed	$699.50
Cr. Amount allowed as above	168.65
Balance subject to decree in personam	$530.85

Cr. July 27, 1944 Proceeds of Sale $400.00

ORDER NISI.

ORDERED, This 22" day of November, 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 23" 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 23" day of December next.

John H.Hopkins, 3rd., Clerk.

Filed Nov. 22" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., January 10, 1945.

We hereby certify, that the annexed Order Nisi Eq. 8639 Benjamin L. Rawlings 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 23 day of December, 1944. The first insertion being made the 25 day of November, 1944

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed March 20" 1945

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22nd day of March, 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 Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark

Filed March 22" 1945.

EX PARTE	:	No. 8647 Equity
IN THE MATTER OF HARRY UMSCHWEIS, BELLE	:	
UMSCHWEIS, (his wife) and BARBARA NITA	:	In the Circuit Court
UMSCHWEIS, and ROSLYN UMSCHWEIS, infants	:	
by HARRY UMSCHWEIS, their father and next	:	for
friend	:	Anne Arundel County.

Petition Affidavit Order of Court Order June 21, 1944

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Petitioners, Harry Umschweis, and Belle Umschweis, his wife, respectfully represent unto your Honor.

1. That your Petitioners are residents of West Annapolis, Anne Arundel County, State of Maryland, residing at 302 Annapolis Street; and they are more than twenty_one years of age.

2. That your Petitioners, Harry Umschweis, and Belle Umschweis, his wife, have two

children, Barbara Nita, age 10 and Roslyn, age 5.

3. That your Petitioners desire to have their family name changed from "Umschweis" to "Weiss", for they reason that they have been known by this name to business and social associates for a period of over eleven years; that it is more euphonious; is shorter; is more convenient; and is more easily comprehended than the name they now bear.

WHEREFORE, your Petitioners pray that a decree may be passed by this Honorable Court authorizing your Petitioners to change their name from "Umschweis" to "Weiss" and the names of the infant children from Barbara Nita Umschweis to Barbara Nita Weiss, and Roslyn Umschweis to Roslyn Weiss.

And as in duty bound, etc.

Noah A. Hillman
Sydney Chayt
Solicitors for Petitioners

Harry Umschweis
Belle Umschweis
Harry Umschweis -Father & next friend- Barbara Nita,Roslyn Umschweis - Petitioners.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21 day of June, 1944, before me, the subscriber, a Notary Public of _____ State of Maryland, personally appeared Harry Umschweis and Belle Umschweis, 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 Notarial Seal.

(NOTARIAL SEAL) Noah A. Hillman, Notary Public.

Filed June 21" 1944

The Court having considered the Petition and affidavit of the Petitioners, it is thereupon,

ORDERED, ADJUDGED AND DECREED THIS 21st day of June 1944, by the Circuit Court for Anne Arundel County, in Equity, that the Petitioners' names be,and are hereby, changed from Harry Umschweis to Harry Weiss, Belle Umschweis to Belle Weiss, Barbara Nita Umschweis to Barbara Nita Weiss, and Roslyn Umschweis to Roslyn Weiss, Costs to be paid by the petitioners

Ridgely P. Melvin, C.J.

Filed June 21" 1944.

Ex Parte In the Matter of William J. Jendraszkiewicz Olga C. Jendraszkiewicz, his wife Victor J. Jendraszkiewicz Evelyn A. Jendraszkiewicz, his wife Elizabeth M. Jendraszkiewicz Unmarried Frances J. Jendraszkiewicz, Unmarried (Change of Name)	:	No. 8649 Equity In the Circuit Court for Anne Arundel County.

PETITION TO CHANGE NAME.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of William J. Jendraszkiewicz, Olga C. Jendraszkiewicz, his wife, Victor J. Jendraszkiewicz, Evelyn A. Jendraszkiewicz, his wife, Elizabeth M. Jendraszkiewicz

and Frances J. Jendraszkiewicz respectfully represent unto Your Honor:

1. That your Petitioners reside at Ferndale, Anne Arundel County, Maryland.

2. That your Petitioners were born in the City of Baltimore, State of Maryland, on the following dates. William J. Jendraszkiewicz, born November 22, 1904, Olga C. Jendraszkiewicz, born October 24, 1899. Victor J. Jendraszkiewicz, born October 17, 1902. Evelyn A. Jendraszkiewicz, born February 6, 1908. Elizabeth M. Jendraszkiewicz, born April 16, 1898. Frances J. Jendraszkiewicz, born October 30, 1908, and have been residents of the State of Maryland ever since.

3. That your Petitioners for the past ten years have used the name of "Anderson"; that all of their friends, social acquaintances, and business associates know them under the name of "Anderson"; that all their business transactions and affairs have been transacted under the name of "Anderson", ---------- and that few people know them at the present time by any other name than "Anderson".

4. Your Petitioners further state that since they are all citizens of the United States and residing in the State of Maryland where English is the commonly spoken language, they would prefer a name more suitable to the English language, more euphonious and more easily to call.

Wherefore, your Petitioners pray that their names may be changed from William J. Jendraszkiewicz to William J. Anderson, from Olga C. Jendraszkiewicz to Olga C. Anderson, from Victor J. Jendraszkiewicz to Victor J. Anderson, from Evelyn A. Jendraszkiewicz to Evelyn A. Anderson, from Elizabeth M. Jendraszkiewicz to Elizabeth M. Anderson and from Frances J. Jendraszkiewicz to Frances J. Anderson.

And as in duty bound, etc.

Edward L. Parlett
Solicitor for Petitioners

William J. Jendraszkiewicz
Olga C. Jendraszkiewicz
Victor J. Jendraszkiewicz
Evelyn A. Jendraszkiewicz
Elizabeth M. Jendraszkiewicz
Frances J. Jendraszkiewicz

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY THAT ON THIS 26th day of June, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for Harford County, personally appeared William J. Jendraszkiewicz, Olga C. Jendraszkiewicz, Victor J. Jendraszkiewicz, Evelyn A. Jendraszkiewicz, Elizabeth M. Jendraszkiewicz, and Frances J. Jendraszkiewicz, and made oath in due form of law that the matters and facts set forth in the above Petition are true to the best of their knowledge and belief.

As Witness my hand and notarial seal.

(NOTARIAL SEAL) Thelma Holloway, Notary Public.

Filed June 27" 1944.

ORDER. June 29, 1944

Upon the aforegoing Petition and Affidavit, it is upon this 29th day of June, 1944, ORDERED by The Circuit Court of Anne Arundel County, that the prayer of the aforegoing Petition be and the same is hereby granted and that the Petitioners, William J. Jendraszkiewicz, Olga C. Jendraszkiewicz, Victor J. Jendraszkiewicz, Evelyn A. Jendraszkiewicz, Elizabeth M.

Jendraszkiewicz, and Frances J. Jendraszkiewicz, are hereby authorized and directed to change their names to William J. Anderson, Olga C. Anderson, Victor J. Anderson, Evelyn A. Anderson, Elizabeth M. Anderson and Frances J. Anderson.

Ridgely P. Melvin, Judge.

Filed June 29" 1944.

IN THE MATTER	:	No. 8653 Equity.
OF	:	In the Circuit Court for
THE ADOPTION OF PAULINE GREGG	:	Anne Arundel County.

Petition for adoption, Parents consent, and affidavit as to character and Decree of Court.

To the Honorable, the Judges of said Court:

The petion of Elizabeth Schultz and Morris Schultz, her husband, respectfully shows:

1. That they are residents of Anne Arundel County, State of Maryland, and that they now have in their care and custody an infant child named Pauline Gregg, born May 2, 1943.

2. That the parents of the said Pauline Gregg are Frances Carpenter and Lester Gregg; that the husband of the said Frances Carpenter separated from her on May 29, 1940, and since that time has not lived or co-habited with the said Frances Carpenter; that the husband of the said Frances Carpenter is now in the Army and she receives no support from him for the said illegitimate child.

3. That your petitioners have had the custody of said infant child, Pauline Gregg several times since its birth and have become attached to said Pauline Gregg and are willing and anxious to adopt said infant child, Pauline Gregg, as their own.

4. That your petitioners have only one child and that the said Morris Schultz is employed at the U. S. Industrial Chemical Company and has an income of sixty-two dollars a week and owns his own home, whereas, the said Frances Carpenter has no proper home or sufficient income to care for said infant, Pauline Gregg, and therefore, the best interests of said infant would be subserved by the adoption of said infant by the petitioners.

TO THE END, THEREFORE, That a decree may be passed declaring the said infant, Pauline Gregg, to be the adopted child of the petitioners; that the name of said infant be changed to that of "Mary Ester Schultz"; and for such other and further relief as the nature of this case may require.

And as in duty bound, etc.

Marvin I. Anderson
Solicitor for Petitioners

Elizabeth Schultz
Morris Schultz

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this __ day of June, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared ELIZABETH SCHULTZ and MORRIS SCHULTZ, her husband, 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 information, knowledge and belief.

As witness my hand and seal Notarial.

(NOTARIAL SEAL)

Virginia Russell, Notary Public.

We, FRANCES CARPENTER and LESTER GREGG, mother and father of Pauline Gregg, hereby assent to the application to have the said Pauline Gregg declared the adopted child of Elizabeth Schultz and Morris Schultz; and the name of said Pauline Gregg changed to "Mary Ester Schultz".

Witness: Frances Carpenter

Marvin I. Anderson Lester Gregg

We, the undersigned, have known Morris Schultz and Elizabeth Schultz, his wife, for the past all their life years and believe them to be of good character and proper persons to adopt the infant child, Pauline Gregg.

Witness: Earl Stinchcomb Mrs Agnes E. Hastings,

Mrs. Alma Peddicord Mrs. Ethel Myers, about 10 years.

Filed July 5" 1944

ORDER OF COURT.

Upon consideration of the aforegoing Petition, etc:

It is thereupon this 6th day of July, in the year 1944, by the Circuit Court for Anne Arundel County, and by authority of this Court, ADJUDGED, ORDERED AND DECREED, that the said Pauline Gregg, be, and she is hereby declared to be the legally adopted child of Elizabeth Schultz and Morris Schultz, as prayed in said Petition, and that the name of the said Pauline Gregg be changed from Pauline Gregg to Mary Ester Schultz, and that the said Petitioners pay the cost of the proceedings, to be taxed by the Clerk.

Jas. E. Boylan, Jr. Associate Judge.

Filed July 6" 1944.

JOSEPH GLICKMAN MARY GLICKMAN, his wife,	:	No. 8652 Equity.
vs.	:	In the Circuit Court for
THE FARMERS NATIONAL BANK OF ANNAPOLIS.	:	Anne Arundel County.

BILL OF COMPLAINT, ANSWER and CONSENT TO PASSAGE OF IMMEDIATE DECREE, and DECREE.

To the Honorable, the Judges of said Court:

Your Orators complaining say:

FIRST: That on the 7th day of July, 1926, they 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, said Deed of Trust being recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 32, folio 456.

SECOND: That the indebtedness to The Farmers National Bank of Annapolis, together with all the interest thereon accrued, has been paid and satisfied, and your Orators are entitled to a release and reconveyance of the property described in said Deed of Trust.

THIRD: That the said James M. Munroe departed this life on the second day of January, 1937.

THEREFORE, your Orators pray the Court to appoint a Substituted Trustee in the place and stead of James M. Munroe, Trustee, to release and reconvey the property described in said Deed of Trust to your Orators, their heirs and assigns.

AND as in duty bound, etc.,

Joseph Glickman

Mary Glickman.

ANSWER.

The Answer of The Farmers Nat_onal 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. Tilghman Brice, III, Solicitor for The Farmers National Bank of Annapolis.

THE FARMERS NATIONAL BANK OF ANNAPOLIS
By: Carey L. Meredith- President

Filed July 1" 1944

DECREE.

This Cause having been submitted to the Court on Bill and Answer with the consent for the passage of an immediate Decree, the Court having considered said Bill and Answer, IT IS THEREUPON ORDERED AND DECREED this 5th day of July 1944, 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 said Deed of Trust from Joseph Glickman and Mary Glickman, his wife, to the said James M. Munroe, Trustee, dated the 7th day of July, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 32, folio 456, with all the duties and powers of the said James M. Munroe, Trustee, in the said Deed of Trust mentioned in these proceedings. The cost of these proceedings to be paid by the Defendant.

Ridgely P. Melvin,
Chief Judge.

Filed July 5" 1944.

FINIS.