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| IN THE MATTER OF | : | No. 8650 Equity |
| THE ADOPTION OF | : | In the Circuit Court for |
| DAVID HARRY KAPLAN. | : | Anne Arundel County. |

PETITION FOR ADOPTION.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Basil A. Dobbins and Virginia B. Dobbins, his wife respectfully represents unto Your Honor:

1. That Your Petitioners are desirous of adopting an infant, one David Harry Kaplan, who resides in Anne Arundel County, in the State of Maryland, with Your Petitioners, and which said infant is the son of Harry Kaplan and Anna Kaplan, his wife, both of which said parents have consented to said adoption.

2. That the said Harry Kaplan and Anna Kaplan, his wife, prompted by a desire to see said infant share the material advantages which Your Petitioners are able to give said infant, are most anxious that Your Petitioners adopt him as their child, and Your Petitioners are equally desirous of adopting said infant.

3. That Your Petitioners further represent that they are citizens of the State of Maryland, both actually residing therein, in Anne Arundel County, and they have heretofore for the past ten years provided for the welfare, maintenance and education of said 17 year old infant, and have had his custody continuously since he was seven years of age, and they are well able to further provide for the welfare and comforts of said infant, until he arrives at his majority, and Your Petitioners represent that the best interests and welfare of said infant will be promoted by their adopting him; and said infant is known in the community as Gordon David Dobbins.

WHEREFORE YOUR PETITIONERS PRAY:

a. That a decree may be passed by this Honorable Court, declaring that David Harry Kaplan be the adopted child of Your Petitioners jointly, in accordance with the Public General Laws of Maryland.

b. That the name of said infant be changed from David Harry Kaplan to Gordon David Dobbins.

c. And for such other and further relief as the nature of this case may require.

And Your Petitioners will ever pray etc.

Edward P. Waldschmidt
Solicitor for Petitioners.

Basil A. Dobbins
Virginia B. Dobbins, Petitioners.

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 the City of Baltimore aforesaid, personally appeared Basil A. Dobbins and Virginia B. Dobbins, his wife, the Petitioners in the foregoing Petition, and severally made oath in due form of law, that the matters and facts stated by them in the foregoing Petition are true, to the best of their knowledge, information and belief.

As Witness my hand and Notarial Seal.

Robt. A. Meyer
Notary Public

(NOTARIAL SEAL)

THIS IS TO CERTIFY, that we, Basil A. Dobbins and Virginia B. Dobbins, his wife, the Petitioners in the foregoing Petition, do hereby undertake, promise and agree with Harry Kaplan and Anna Kaplan, his wife, in pursuance of the Laws of the State of Maryland, relating to and governing the adoption of infants, care for and treat the said David Harry Kaplan as their own child

Witness our hands and seals this 26th day of June 1944.

TEST: Basil A. Dobbins (SEAL)

Robt. A. Meyer Virginia B. Dobbins (SEAL)

We, the undersigned, Harry Kaplan and Anna Kaplan, his wife, father and mother respectively, of said infant David Harry Kaplan, mentioned in the foregoing proceedings and Petition, do hereby Certify, that said infant is our child, and we do hereby voluntarily and unconditionally surrender and commit said David Harry Kaplan into the care and custody of the said Basil A. Dobbins and Virginia B. Dobbins, his wife, and that we fully assent to the adoption by them of said infant as their own child, and that said infant child's name be changed to Gordon David Dobbins, and we further agree not to interfere with the care and custody or controll and management of said child in any manner whatsoever, nor to allow or permit any one else to do so.

Witness our hands and seals this 24th day of June 1944.

TEST: as to signature of Harry Kaplan Harry Kaplan (SEAL)

William F. Steiner

Kathleen Martin Anna Kaplan (SEAL)

I, David Harry Kaplan, son of Harry Kaplan and Anna Kaplan, his wife, the infant mentioned in the foregoing Petition and proceedings, do hereby assent to my adoption by Basil A. Dobbins and Virginia B. Dobbins, his wife, as their son, and I do further assent to the change in my name from David Harry Kaplan to Gordon David Dobbins.

As Witness my hand and seal, this 26 day of June 1944.

TEST: Harry D. Kaplan (SEAL)

Welford P. Lloyd David Harry Kaplan (SEAL)

AFFIDAVIT OF BERTHA A. CRAIG.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 26 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 Bertha A. Craig, and she made oath in due form of law, that she is a resident of Anne Arundel County, in the State of Maryland, and actually resides therein at No. 5718 Pope Street, Roland Terraces, in said County and State; that she is the mother of two children, and that she knows Basil A. Dobbins and Virginia B. Dobbins, his wife, for the past ten years, and also David Harry Kaplan, and infant residing with them; that the said Basil A. Dobbins and Virginia B. Dobbins, his wife, have for the past ten years provided proper support, maintenance and education for the said infant David Harry Kaplan; and further that the home of the said Basil A. Dobbins and Virginia B. Dobbins, his wife, is a fit and proper home for said infant to be reared in, and that the said Basil A. Dobbins and Virginia B. Dobbins, his wife, who actually reside at 4306 Belle Grove Road, Brooklyn Park, Anne Arundel County Maryland, are fit and proper persons to whom the car,

custody and welfare of said infant should be committed.

As Witness my hand and Notarial Seal. Henry A. Bourke, Jr.

(NOTARIAL SEAL) Notary Public.

Bertha A. Craig, Affiant.

AFFIDAVIT OF VIRGINIA MEADOR.

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, that on this 26 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 Virginia Meador, and she made oath in due form of law, that she is a resident of Anne Arundel County, in the State of Maryland, and actually resides therein at No. 4306 Belle Grove Road, Brooklyn Park, in the County and State aforesaid; that she is the mother of one child, and that she knows Basil A. Dobbins and Virginia B. Dobbins, his wife, for the past ten years, and David Harry Kaplan, an infant residing with them; that the said Basil A. Dobbins and Virginia B. Dobbins, his wife, for the past ten years have provided proper support, maintenance and education for the said infant David Harry Kaplan; and further that the home of the said Basil A. Dobbins and Virginia B. Dobbins, his wife, is a fit and proper home for said infant to be reared in, and that the said Basil A. Dobbins and Virginia B. Dobbins, his wife, who actuall_ reside at No. 4306 Belle Grove Road, Brooklyn Park, Anne Arundel County, Maryland, are fit and proper persons to whom the care, custody and welfare of said infant should be committed.

As Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Henry A. Bourke, Jr.

Virginia Meador, Affiant. Notary Public.

Filed June 28" 1944.

IN THE MATTER OF No. 8650 Equity

THE ADOPTION OF In the Circuit Court for

DAVID HARRY KAPLAN Anne Arundel County.

DECREE. June 28" 1944 TERM ___ 1944.

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

It is thereupon this 28th day of June, 1944, by the Circuit Court for Anne Arundel County, Adjudged, Ordered and Decreed, that the Infant DAVID HARRY KAPLAN, mentioned in these proceedings be and he is hereby declared to be the legally adopted child of Basil A. Dobbins and Virginia B. Dobbins, his wife, jointly, as prayed for in said Petition.

It is further Adjudged, Ordered and Decreed, that the name of said infant be and it is hereby changed from David Harry Kaplan to GORDON DAVID DOBBINS, and that said Petitioners pay the costs of the proceedings to be taxed by the Court.

Ridgely P. Melvin,

C. J.

Filed June 28" 1944.

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|---|---|---|
| Jacob Brooks | : | No. 8651 Equity |
| vs. | : | In the Circuit Court for |
| Benjamin Brooks. | : | Anne Arundel County. |

BILL OF COMPLAINT.

To the Honorable, the Judge of said Court:

Your Orator humbly complaining says:

1. That by deed dated the 13th day of December, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 250, folio 286, 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, your Orator and Benjamin Brooks, his brother, became seized and possessed as joint tenants of a parcel of land lying, being and situate in the Second Election District of Anne Arundel County, said lot having a frontage of 75 feet and a depth of 100 feet and being improved by a two story dwelling.

2. That the said parcel of land and the improvements thereon cannot be divided in kind without material loss or injury to the parties in interest.

To the end, therefore:

1. That a decree may be passed by this Honorable Court directing a sale thereof and that the money arising from such sale might be divided among the parties according to their respective rights in accordance with Article 16, Section 159, of the Code of Public General Laws of the State of Maryland, Bagby's Edition 1929.

2. 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 Benjamin Brooks, adult, residing at No. 111 German Street, Annapolis, Maryland, commanding him 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 Plaintiff

Filed June 28" 1944

EXHIBIT No. 1 Deed for Maryland

(INT. REV. STAMP $3.85) (MD. STATE STAMP $3.10)

THIS DEED, made this 13th day of December, in the year one thousand nine hundred and forty-one, by and between ABNER H. FERGUSON, of Washington, D. C., as Federal Housing Administrator, under the provisions of the National Housing Act, as amended, by RAYMOND T. CAHILL, duly appointed First Assistant Administrator, of the first part, and JACOB BROOKS and BENJAMIN BROOKS, brothers, of the second part.

WITNESSETH, That in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part doth grant and convey unto the said parties of the second part, as joint tenants and not as tenants in common, their heirs and assigns, in fee simple, all those two lots of ground situate in the Second Election District, of Anne Arundel County,

Maryland, near the village of Eastport, which are designated as Lots #1 and #2 of Block "H" on the plat of the property of William H. Burns, and which are described as follows:

BEGINNING for the same at a point on the southeast side of the public road leading from Eastport to Thomas' Point, said point also being 75 feet from the south corner of said road and State Street, as shown on the plat hereinafter mentioned, and running thence in a southeast direction for the distance of 100 feet, thence running in a southwest direction for the distance of 75 feet to an alley, 15 feet wide, as shown on said plat; thence running in a northwest direction with the line of said alley for the distance of 100 feet to the southeast side of the public road; thence with the southeast side of the public road in a northeast direction for the distance of 75 feet to the point of beginning.

Being the same property which was conveyed to Abner H. Ferguson, as Federal Housing Administrator, by Deed dated December 31, 1940, by The Annapolis Banking and Trust Company, and recorded in Liber J.H.H. No. 221, folio 70, Land Records of Anne Arundel County, Md.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in any wise appertaining.

TO HAVE AND TO HOLD said described lot of ground and premises unto and to the use of the said parties of the second part, as joint tenants and not as tenants in common, their heirs and assigns, in fee simple, forever.

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

IN WITNESS WHEREOF, the said Raymond T. Cahill, on this 13th day of December, 1941 , has set his hand and seal, as First Assistant Administrator, for and on behalf of Abner H. Ferguson, as Federal Housing Administrator, under authority and by virtue of section 204(g) of the National Housing Act, as amended.

Witness:

F. K. Washburn

Ethel B. Faulkner

OK E.E.H. - V.A.C.

ABNER H. FERGUSON (SEAL)

As Federal Housing Administrator

By Raymond T. Cahill (SEAL)

First Assistant Administrator

District of Columbia, SS

I hereby certify that on this 13th day of December, 1941, before me, the subscriber, a Notary Public of the District of Columbia aforesaid, personally appeared Raymond T. Cahill, who is personally well known to me and known to me to be the duly appointed First Assistant Administrator, and the person who executed the foregoing instrument, bearing date December 13, 1941, by virtue of the authority vested in him by Section 204(g) of the National Housing Act; as amended, and acknowledged the aforegoing deed to be his act as First Assistant Administrator for and on behalf of Abner H. Ferguson, as Federal Housing Administrator.

As Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

My commission expires July 14, 1946.

Lillian S. Wilson

Notary Public, Washington, D.C.

Section 204(g) of the National Housing Act. as amended ---------

"The power to convey and to execute in the name of the Administrator deed of conveyance, deeds of release, assignments, and satisfactions of mortgages, and any other written instrument relating to real property or any interest therein heretofore or hereafter acquired by the Administrator pursuant to the provisions of this Act, may be exercised by the Administrator or by any Assistant Administrator appointed by him, without the execution of any express deligation of power or power of attorney -----"

Recorded December 19, 1941 at 3-45 P.M.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the foregoing Deed was truly taken and copied from Liber J.H.H. No. 250 folio 286, 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 June, A.D. 1944.

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

Filed June 28" 1944.

ANSWER.

To the Honorable, the Judge of said Court:

The answer of Benjamin Brooks respectfully shows:

1. That he admits the allegations contained in the said Bill of Complaint and does hereby consent to the sale of the aforesaid premises.

And as in duty bound, etc.

Benjamin Brooks

In propria personam

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 28th day of June, 1944, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Benjamin Brooks and acknowledged the aforegoing answer to be his act.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Mary M. Hoff, Notary Public.

Filed June 29" 1944

Jacob Brooks

vs.

Benjamin Brooks

No. 8651 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 Jacob Brooks respectfully shows:

1. That June 29th, 1944, was the time set for the taking of the testimony in this cause but the Court Stenographer is engaged in the Circuit Court for the entire day.

Wherefore, your Petitioner prays:

1. That an order may be signed by this Honorable Court authorizing Mary M. Hoff, as special Court stenographer, to take down and transcribe the testimony given in this cause.

And as in duty bound, etc.

George B. Woelfel

Solicitor for Plaintiff

Filed June 29" 1944.

ORDER OF COURT

Upon the aforegoing petition, it is this 29th day of June, 1944, by the Circuit Court for Anne Arundel County, ORDERED that Mary M. Hoff be and she is hereby appointed special court stenographer for the purpose of transcribing the testimony given in this cause but before she shall function as such she shall make oath before the Clerk of this Court that she will well and truly take down and transcribe the testimony given in this case without fear, favor or prejudice.

James Clark, Judge

This is to certify that the aforegoing oath has been administered.

John H. Hopkins, 3rd., Clerk.

Filed June 29" 1944.

Testimony on behalf of Plaintiff.

Present: George B. Woelfel, Solicitor for Plaintiff.

Benjamin Brooks, in propria personam.

John S. Strahorn, Examiner.

Mary M. Hoff, Special Court Stenographer, order dated June 29th, 1944.

Witnesses:

Jacob Brooks ---------- 2 to 3

Annie L. Weiagrd ---------- 4

Jacob Brooks, the Plaintiff, being duly sworn, says:

(Woelfel)

1. State your name and address?

A. Jacob Brooks, 255 West St., Annapolis, Md.

2. You are the Plaintiff in this suit against your brother Benjamin Brooks asking for the sale of certain real estate in these proceedings mentioned?

A. Yes.

3. What property do you desire to sell in the Village of Eastport?

A. No. 807 Bay Ridge Avenue, the property which I got from the Federal Housing Administration in Washington.

4. Is that the property mentioned in a deed dated the 13th day of December, 1941, by and between Abner H. Ferguson as Federal Housing Administrator and Jacon Brooks and Benjamin Brooks, brothers?

A. Yes it is.

5. I hand you this paper and ask you what it is?

A. It is a certified copy of the deed.

6. This deed recites the fact that you and your brother are joint tenants, is that correct?

A. According to the deed it is but I had it done that way under your instructions that in case I ever wanted to sell my wife would not have to sign the deed and neither would his wife have to sign the deed.

7. Can you divide this property between yourself and your brother in kind without material loss or injury?

A. Of course not. What good would a house be sawed in half.

8. You therefore requested the Court to sell the property and divide the money between you and your brother as your share may appear?

A. If it has got be sold that way it is alright I will take care of getting my money from my brother so you can let it go thrcugh as it is.

9. What improvements are on the propert_?

A. Its improvements are a two story frame house which has six rooms and bath. It has electricity and hot water heat.

10. What do you think is a fair price for this property?

A. Any where between $5500 and $6000.

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

A. No.

Jacob Brooks.

Annie Laurie Wiegard, a witness of lawful age, being first duly sworn, deposes and says:

(Woelfel)

1. State your name and address?

A. Annie Laurie Wiegard, Hotel Maryland Bldg., Annapolis, Md.

2. What is your occupation?

A. I have been in the real estate and insurance business for the past thirteen years.

3. Do you consider that you are qualified to give an opinion as to prices on real estate in Annapolis and Eastport?

A. I think so.

4. Do you know the property of Mr. Jacob Brooks known as No. 807 Bayridge Ave., Eastport, Md.?

A. Yes, very well.

5. What price would you appraise this property for?

A. Do you mean the ground and house both, if so, I would say $5500.

6. How do you make up your appraisement?

A. I would say $800 for the ground and $4750 for the house.

7. Do you think the property could be divided in kind without material loss or injury to the parties?

A. No.

8. Why do you say it couldn't be divided in kind without material loss or injury?

A. The lot is 75 x 100 feet and is improved by a two story frame dwelling, the house covers a large portion of the land and if you were to divide the house in half it would have no potential value at all.

To the general question under the rule the witness says:

A. I think that covers it all.

Annie Laurie Wiegard

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

Witness my hand and seal this 29th day of June, 1944.

Jno. S. Strahorn (SEAL)

Examiner.

Filed June 29" 1944.

SUBMISSION FOR A DECREE.

We, the solicitor for the Plaintiff and Defendant in propria personam, do hereby submit the prceedings in this case for final decree, waiving the ten day period for the filing of exceptions.

George B. Woelfel,
Solicitor for Plaintiff
Benjamin Brooks
In propria personam

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 29th day of June, in the year 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Benjamin Brooks and acknowledged the aforegoing submission to be his act.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Mary M. Hoff, Notary Public.

Filed June 29" 1944

DECREE June 30, 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 the property in these proceedings mentioned is jointly owned by the parties to this suit and cannot be divided in kind without material loss or injury,

It is thereupon this 30th day of June, 1944, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that the real estate of Jacob Brooks and Benjamin Brooks owned jointly by them and in these proceedings mentioned be sold and that George B. Woelfel be, and he is hereby appointed trustee to make said sale and that his course and manner of the 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 Honorable Court in the penal sum of five thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed him him by any future decree or order in the premises, he shall then proceed to make said sale after giving at least three weeks notice by advertisement in such newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of the sale, which terms shall be as follows; a deposit of Five Hundred Dollars shall be required of the purchaser on the day of sale balance to be paid in cash upon the ratification of said sale or all cash at the option of the purchaser, the deferred payments to bear interest at the rate of 6% and to be secured to the satisfaction of the said Trustee and as soon as may be convenient after making said sale the aforesaid trustee shall make a report of said sale with a full and particular account of the proceedings relative to such sale with an annexed affidavit of the truth thereof and of the fairness of said sale and upon obtaining the Court's ratification of the sale and on the payment of the whole purchase price, the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers thereof, his, her or their heirs, the property and estate to him, her or them sold free from the claims of the

parties hereto, both plaintiff and defendant, and of those claiming by, from or under them or either of them and the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court after deducting the costs of this suit and such commission to the said Trustee as this Court may deem proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Ridgely P. Melvin, Judge.

Filed June 30" 1944.

BOND.

Know all men by these presents, that we, George B. Woelfel as principal, and Eagle Indemnity Company of New York, N.Y., a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand Dollars, current money, to be paid to the said State or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 31st day of July, 1944.

Whereas by virtue of a decree of the Circuit Court for Anne Arundel County dated the 30th day of June, 1944, and passed in a cause therein pending wherein Jacob Brooks was plaintiff and Benjamin Brooks was defendant, the same being No. 8651 Equity, the said George B. Woelfel was duly appointed trustee to make sale of the property in said proceedings mentioned, and

Whereas the said George B. Woelfel is now about to exercise the trust reposed in him and make said sale.

Now, the condition of the above obligation is such that if the said George B.Woelfel shall faithfully perform the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises then the above obligation shall be void and no effect otherwise to be and remain in full force and virtue of law.

Witness: (CORPORATE SEAL) EAGLE INDEMNITY COMPANY

Lina J. Harper. By Benjamin Michaelson

Atty. in fact.

George B. Woelfel (SEAL)

Filed July 31, 1944.

REPORT OF SALE August 1" 1944.

To the Honorable, the Judge of said Court:

The report of George B. Woelfel, Trustee appointed by a decree of this Court, passed in the above entitled cause, dated the 30th day of June, 1944, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Evening Capital, a daily newspaper published in the City of Annapolis, Anne Arundel County, for at least three successive weeks before the day of sale, he did,

pursuant to said notice, attend at the Court House Door, in the said City, on the first day of August, 1944, at 10 o'clock A.M., and then and there proceeded to sell said property in manner following, that is to say:

Your Trustee offered at public sale to the highest bidder the property mentioned in said decree, situate in Anne Arundel County and described as follows: All those lots, parts of lots, pieces or parcels of ground, situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, near the Village of Eastport and being the southwesterly one-half of Lots Numbered 1 and 2 of Block H on the plat of the property of William H. Burns and which are described as follows: Beginning for the same at a point on the southeast side of the public road leading from Eastport to Thomas' Point known as Bay Ridge Road, said point also being 75 feet from the south corner of said road and State Street, as shown on the plat hereinafter mentioned and running thence in a southeast direction for the distance of 100 feet, thence running in a southwest direction for the distance of 75 feet to an alley, 15 feet wide, as shown on said plat; thence running in a northwest direction with the line of said alley for the distance of 100 feet to the southeast side of the public road; thence with the southeast side of the public road in a northeast direction for the distance of 75 feet to the point of beginning. Said property is known as 807 Bay Ridge Road.

Being the same property which was conveyed to Jacobs Brooks, and Benjamin Brocks, brothers by Abner H. Ferguson, of Washington, District of Columbia, as Federal Housing Administrator under the provisions of National Housing Act, by Raymond T. Cahill by deed dated the 13th day of December, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 250, folio 287.

And your said Trustee sold the above described property to Arthur McD. Carter and Anna Marie Carter, his wife, at and for the sum of Five thousand seven hundred seventy-five ($5,775) Dollars they being at that figure the highest bidder therefor, the terms of said sale being a deposit of One thousand seven hundred seventy five Dollars being paid Balance to be paid in cash upon ratification of sale.

Respectfully submitted,

George B. Woelfel, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this first day of August, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Trustee named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Mary M. Hoff, Notary Public.

Filed August 1" 1944

Auctioneer Certificate and Purchasers Agreement of Sale

I hereby certify that I have this day sold the property in these proceedings mentioned to Arthur McD. Carter and Anna Marie Carter, his wife, as tenants by the entireties at and for the sum of Fifty-seven hundred seventy-five ($5,775) Dollars. They being at

that figure the highest bidder therefor.

Witness my hand and seal placed hereon this 1st day of August 1944.

Witness: George B. Woelfel. William B. Elliott (SEAL)

We the undersigned do hereby certify that we have this 1st day of August 1944 purchased the property in these proceedings mentioned at Public Sale from George B. Woelfel, Trustee at and for the sum of Five thousand seven hundred seventy-five ($5,775) Dollars on account of which said purchase price we have paid One thousand seven hundred seventy-five ($1,775) Dollars and we further agree to comply with the terms of the sale.

Witness: Arthur McD. Carter (SEAL)

George B. Woelfel Anna Marie Carter (SEAL)

per Arthur McD. Carter, Agent.

Filed August 1" 1944

ORDER NISI.

Ordered, this 1st day of August, 1944, That the sale of the real estate made and reported by George B. Woelfel Trustee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 4" 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 4" day of September next.

The report states that the amount of sales to be $5775.00

John H. Hopkins, 3rd., Clerk.

CERTIFICATE OF PUBLICATION Annapolis, Md., September 6, 1944

We hereby certify, that the annexed Order Nisi - Jacob Brooks vs. Benjamin Brooks No. 8651 Equity was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 4th day of September, 1944, The first insertion being made the August 2, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By Helene P. White

Filed Sept. 6" 1944

ORDERED BY THE COURT, This 7th day of September, 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 Sept. 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

September 20, 1944. All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. Jacob Brooks vs. Benjamin Brooks in ac. with George B. Woelfel, Trustee

| | | |
|---|---|---|
| To Trustee for Commissions, viz: | $ | $ 203.25 |
| To Trustee for Court Costs, viz: | | |
| Plaintiff's Solicitor's appearance fee | 10.00 | |
| Clerk of Court - costs | 18.75 | |
| Auditor - stating this account | 9.00 | 37.75 |
| To Trustee for Expenses, viz: | | |
| Capital-Gazette Press - advertising sale | 23.00 | |
| Capital-Gazette Press - order nisi on report of sale | 5.00 | |
| Capital-Gazette Press - order nisi on auditor's acct. | 5.00 | |
| John S. Strahorn - examiner | 8.00 | |
| Mary M. Hoff - stenographer | 4.00 | |
| Annie Laurie Wiegard - appraiser's fee | 10.00 | |
| Eagle Indemnity Co. - bond premium | 20.00 | |
| William B. Elliott - auctioneer | 20.00 | |
| Thos. G. Basil - agent's commission on sale, by agreement | 275.00 | |
| Clerk of Court - certified copy of deed | 2.50 | |
| One-half Federal revenue stamps | 3.30 | |
| One-half State revenue stamps | 2.85 | |
| Mary M. Hoff - notary fee | .50 | 379.15 |
| Balance for distribution - $5,181.21 | | |
| Distributed as follows: | | |
| To Jacob Brooks - one-half | 2,590.61 | |
| To Benjamin Brooks - one-half | 2,590.60 | 5,181.21 |
| | | $5,801.36 |

| | | |
|---|---|---|
| Cr. Aug. 1, 1944 | Proceeds of Sale | $5,775.00 |
| | Refund 1944 State & County taxes ($69.36 - adj. 3 mos. 23 days) | 21.71 |
| | Refund 1944 Sanitary Charges - ($15.75 -adj. 3 mos. 23 days) | 4.65 |
| | | $5,801.36 |

9 - 21 - 44

We the undersigned, Plaintiff and Defendant respectfully do hereby agree to the immediate ratification of this Auditors Account and agree further that the said Trustees shall pay all the money due to the Plaintiff and Defendant to the said Jacob Brooks.

Witness — Jacob Brooks (SEAL)

Mary M. Hoff — Benjamin Brooks (SEAL)

Filed Sept. 22, 1944.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd day of September, 1944, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, in

accordance with agreement of parties hereto attached 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 Sept. 23" 1944.

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| In the Matter of the | : | No. 8654 Equity |
| Adoption of | : | In the Circuit Court for |
| Louis Stein, an infant. | : | Anne Arundel County. |

Petition for Adoption, change of name, Petitioners' Exhibits A, B, C, and D and DECREE OF COURT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Harry M. Gilden and Sarah I. Gilden, his wife, of Annapolis, Anne Arundel County, Maryland, respectfully shows unto your Honors:

FIRST: That your Petitioners, Harry M. Gilden and Sarah I. Gilden, his wife, were married on the 29th day of October, 1933 in Baltimore City, Maryland, and reside together at Annapolis, Maryland for the past eleven years.

TWO: That the said Harry M. Gilden is the owner and operator of an automobile service station, and his wife, Sarah I. Gilden manages and operates the home of your Petitioners.

THREE: That the said Louis Stein, infant, was born on the 26th day of May, 1944 at the Doctors Hospital, Inc. to Anna Catherine Stein, and that the Father of the said infant child is unknown and not recorded, as evidenced by the Certificate of Birth, which is filed herewith as "Petitioners' Exhibit A"; and that the said infant has been delegated to and is now in the custody of your Petitioners.

FOUR: That your Petitioners desire jointly to adopt as their child the said infant, Louis Stein, in accordance with the provisions of the Code of Public General Laws of Maryland, (1939) Article 16, Section 78; and respectfully aver, allege and show, that they maintain a modern and comfortable home at their residence aforesaid, and that they are willing to provide for the proper care, maintenances, education and rearing of the said infant child. And your Petitioners further allege that the mother of said infant, Louis Stein, is willing to have this Honorable Court pass a decree of adoption in the premises, whereby her said infant child, Louis Stein, shall become the adopted child of your petitioners; and in proof thereof, your Petitioners attach hereto as a part hereof the written consent of the said Anna Catherine Stein, showing her willingness to have her said son so adopted by your petitioners, which is marked "Petitioners' Exhibit B".

FIVE: That your petitioners believe, and therefore aver, that it will be for the best interests and welfare of the said infant that he be so adopted by your petitioners, and that his well-being, comfort and happiness will be properly promoted by such adoption; and your petitioners file herewith as a further part hereof, written statements of Maurice F. Klawans, M. D. and Richard H. Torovsky CITIZENS of Anne Arundel County, in support of this petition, showing that your petitioners are fit persons to become the adoping parents of the said infant, which statements are marked "Petitioners' Exhibit C" and

"Petitioners' Exhibit D" respectively.

Your Petitioners, therefore, respectfully pray:

1. That a decree may be passed by this Honorable Court, declaring the said infant child, Louis Stein, to be the adopted child and son of your petitioners, Harry M. Gilden and Sarah I. Gilden, his wife, in accordance with the laws of the State of Maryland; and that the name of the said infant child, Louis Stein, be changed to that of your petitioners, and that he be thereafter known as Barry Stephen Gilden.

2. That your petitioners may have such other and further relief as their cause and equity may require.

Louis M. Strauss
Solicitor for Petitioners.

Harry M. Gilden
Sara I. Gilden, Petitioners.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 6th day of July, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Harry M. Gilden and Sarah I. Gilden, his wife, the within petitioners, and made oath in due form of law that the matters and facts set out and alleged in said petition are true, as therein stated, to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Rose Marie Reich
Notary Public.

DECREE OF ADOPTION.

Harry M. Gilden and Sarah I. Gilden, his wife, of Anne Arundel County, State of Maryland, having filed their petition in this Court, praying that a decree be passed therein and herein, declaring Louis Stein, infant, to be their adopted son, in accordance with the provisions of the laws of the State of Maryland; the natural mother of the said infant having expressed her willingness to and desire for such adoption and it appearing to the Court that the best interests and welfare of the said Louis Stein, infant, will be promoted by such adoption,

IT IS THEREUPON, this 6th day of July, 1944, by the Circuit Court for Anne Arundel County, in Equity, and by the authority thereof, ADJUDGED, ORDERED AND DECREED, that Louis Stein, infant child of Anna Catherine Stein, be and he is hereby declared to be the adopted child of Harry M. Gilden and Sarah I. Gilden, his wife; and it is further ADJUDGED, ORDERED AND DECREED, by the authority aforesaid, that the name of the said infant child be hereby changed from Louis Stein to Barry Stephen Gilden, and it is further ORDERED that the petitioners pay the costs of these proceedings.

Filed July 6" 1944.

Jas. E. Boylan, Jr., A.J.

"PETITIONERS' EXHIBIT A"

THE UNITED STATES OF AMERICA

DEPARTMANT OF COMMERCE BUREAU OF THE CENSUS WASHINGTON

NOTICICATION OF BIRTH REGISTRATION

This certifies that the following Record of Birth is registered and preserved in the office of the Bureau of Vital Statistics at the District of Columbia Department of Health

Washington, D.C. Name Louis Stein Sex Male No. 524,508 Date of Birth May 26, 1944 Place of Birth Doctors Hospital, Inc. Name of Father Not recorded
Maiden Name of Mother Anna Catherine Stein
J. C. Capt, Director of the Census.

George C. Reuneand M.D.
Special Agent, Bureau of the Census.

Filed July 6" 1944

"PETITIONERS' EXHIBIT B".

This release and consent executed this 9th day of June, 1944., by and between Anna Stein, of ___, party of the first part and Harry M. Gilden and Sarah I. Gilden, his wife, parties of the second part, WITNESSETH,

That whereas I am and I do hereby certify that I Am the Natural mother of a male infant child named Louis Stein, who was born May 26, 1944., at the Doctor's Hospital, Washington, District of Columbia, and whereas I am willing, and hereby voluntarily declare my assent to the adoption of my said son, Louis Stein, aforesaid, by Harry M. Gilden and Sarah I. Gilden and I do hereby further authorize and give my consent to any Court of Competent Jurisdiction wherein and in any District or County or State where the said Harry M. Gilden and Sarah I. Gilden may reside, to pass a decree of adoption, declaring the said Louis Stein to be the legally adopted son of Harry M. Gilden and Sarah I. Gilden and further consent that the aforesaid decree provide a change of name of the said Louis Stein., and the party of the first part certifies that the father of the said infant child is unknown, and in consideration of the premises, hereby remises, releases, quit claims and forever discharges Harry M. Gilden and Sarah I. Gilden their heirs, executors, and administrators, from any and all claims, actions, proceedings and demands whatsoever for or on acccunt of the custody of the infant, aforesaid or any act or thing growing out of or in anywise connected therewith.

As witness my hand and seal this day and date firat above written.

Witness: Evelyn G. Foxwell Anna C. Stein (SEAL)

DISTRICT OF COLUMBIA, CITY OF WASHINGTON,

I hereby certify that before me the subscriber a Notary Public, in and for the District of Columbia, personally appeared Anna Stein party to the above consent and release, and acknowledged the same to be her act.

Witness my hand and Notarial Seal.

June 9, 1944 (NOTARIAL SEAL) Evelyn G. Foxwell
Commission expires Nov. 1947. Notary Public.

Filed July 6" 1944

"PETITIONERS' EXHIBIT C"

TO WHOM IT MAY CONCERN.

I, Maurice F. Klawans, M.D. of Annapolis, Anne Arundel County, Maryland, do hereby certify that I have personally known Harry M. Gilden and Sarah I. Gilden, his wife, for 15 years, and I have had occasion to observe the manner in which they conduct their home and their social environment and that I certify that they are of good character and excellent reputation, and that they have maintained a clean and comfortable home in Annapolis, Maryland; that they enjoy the social respect of the community in which they

reside; that Harry M. Gilden is the owner and operator of an automobile service station; and that any children that would become members of their household would enjoy and benefit from the operation of such a household and environment and good parental care.

Witness: Louis M. Strauss Maurice F. Klawans, M.D.

Filed July 6" 1944

"PETITIONERS' EXHIBIT D"

TO WHOM IT MAY CONCERN

I, Richard H. Torovsky, of Annapolis, Anne Arundel County, Maryland, do hereby certify that I have personally known Harry M. Gilden and Sarah I. Gilden, his wife, for 12 years, and I have had occasion to observe the manner in which they conduct their home and their social environment and that I certify that they are of good character and excellent reputation, and that they have maintained a clean and comfortable home in Annapolis, Maryland; that they enjoy the social respect of the community in which they reside; that Harry M. Gilden is the owner and operator of an automobile service station; and that any children that would become members of their household would enjoy and benefit from the operation of such a household and environment and good parental care.

Witness: Henry T. Tarantino Richard H. Torovsky

Lt. Col. U.S.A.

Filed July 6" 1944

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|---|---|---|
| SAMUEL E. TAYLOR and LAURA P. TAYLOR, his wife, vs. Gertrude Buker | : | No. 8656 Equity |
| | : | In the Circuit Court for |
| | : | Anne Arundel County. |

PETITION FOR ADOPTION.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Samuel E. Taylor and Laura P. Taylor, his wife, respectfully shows unto your Honors:

(1) That your petitioners are residents of Green Haven, Anne Arundel County and have been residents since the year 1936.

(2) That on or about October 6, 1942, Mrs. Gertrude Buker brought her infant child, Carolyn Lee Buker, who was born on December 28, 1941, to the home of the petitioners and arranged for the board of the said child at the home of the petitioners. That the said Gertrude Buker paid the board for the said child until on or about December 23, 1942, but has not paid since that date. That the said child is now and has been continuously in the custody of the petitioners since on or about October 6, 1942.

(3) That the father of the said child is dead and the said Gertrude Buker is unable to properly care for and support the said infant child.

(4) That since your petitioners have had the custody of the said Carolyn Lee Buker, they have become very much attached to her and have treated her as if she were their own, and have conducted themselves as kind and loving parents in every manner whatsoever.

(5) That your petitioners, husband and wife, are respectively 51 and 43 years of age, own their own home at Green Haven where the said child resides with them and another child

which the petitioners have adopted; that the said Samuel E. Taylor is steadily employed by the U. S. Industrial Chemicals, Inc., Curtis Bay, Maryland.

(6) That the best interest and welfare of said child will be promoted by decreeing the said child to be the adopted child of your petitioners, who desire to adopt the said Carolyn Lee Buker.

(7) That Gertrude Buker, the mother of Carolyn Lee Buker, is willing to consent to the passage of a decree declaring the said Carolyn Lee Buker to be the adopted child of Samuel E. Taylor and Laura P. Taylor, his wife, the petitioners, and to the change of the name of the said Carolyn Lee Buker to Carolyn Lee Taylor and has indicated her consent on this petition.

TO THE END THEREFORE:

(a) That an order may be passed declaring the said Carolyn Lee Buker to be the adopted child of Samuel E. Taylor and Laura P. Taylor, his wife.

(b) That the name of Carolyn Lee Buker be changed to Carolyn Lee Taylor.

(c) And for such other and further relief as the circumstances of their case may require.

And as in duty bound, etc.

Samuel E. Taylor
Laura P. Taylor, Petitioners.

Ginsberg & Ginsberg
Solicitors for Petitioners.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 10 day of July, 1944, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Samuel E. Taylor and Laura P. Taylor, his wife, and they made oath in due form of law, that the matters and facts set forth in the foregoing petition are true to the best of their knowledge, information and belief.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL)
My commission expires May 7" 1945

Steven J. Everd
Notary Public.

CONSENT OF MRS. GERTRUDE BUKER TO ADOPTION AND CHANGE OF NAME.

I, Gertrude Buker, mother of Carolyn Lee Buker, hereby consent to the passage of a decree declaring the said Carolyn Lee Buker to be the adopted child of Samuel E. Taylor and Laura P. Taylor, his wife, of Green Haven, Anne Arundel County, Maryland.

I further consent to the change of the name of the said Carolyn Lee Buker to Carolyn Lee Taylor.

Gertrude M. Buker,
mother of Carolyn Lee Buker
1125 Light St. Balto. Md.

Filed July 12" 1944

DECREE FOR ADOPTION.

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

It is thereupon, on this 19th day of July, 1944, by the Circuit Court for Anne Arundel County, Sitting in Equity, ADJUDGED, ORDERED and DECREED, THAT the infant Carolyn

Lee Buker, mentioned in these proceedings be and she is hereby decreed to be the legally adopted child of Samuel E. Taylor and Laura P. Taylor, his wife, of Green Haven, Anne Arundel County, Maryland.

It is further ADJUDGED, ORDERED and DECREED, that the name of Carolyn Lee Buker, infant, be and it is hereby changed from Carolyn Lee Buker to Carolyn Lee Taylor, and that Samuel E. Taylor and Laura P. Taylor, his wife, pay the costs of the proceeding to be taxed by the Clerk.

James Clark, Judge.

Filed July 19" 1944.

Affidavits of two persons who know Samuel E. Taylor and Laura P. Taylor, his wife.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this fifteenth day of July, 1944, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid personally appeared Ruth Jones, of Green Haven, Anne Arundel County, Maryland, and made oath in due form of law that she has known Samuel E. Taylor and Laura P. Taylor, his wife, for eight years; that they are very fine people; that they own their own home at Green Haven, Anne Arundel County, Maryland; that Samuel E. Taylor is steadily employed and able to properly provide for and support the infant child, Carolyn Lee Buker; that the said Carolyn Lee Buker is now living with the said Samuel E. Taylor and Laura P. Taylor, his wife, and has been living with them for some time and has been treated by them as if she were their own child; that the adoption of the said Carolyn Lee Buker by Samuel E. Taylor and Laura P. Taylor, his wife, will be to the advantage and general welfare of the said infant child, Carolyn Lee Buker.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL) Steven J. Everd,

Ruth Jones Notary Public.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this fifteenth day of July, 1944, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid personally appeared Frederick Jones, of Green Haven, Anne Arundel County, Maryland, and made oath in due form of law that he has known Samuel E. Taylor and Laura P. Taylor, his wife, for eight years; that they are very fine people; that they own their own home at Green Haven, Anne Arundel County, Maryland; that Samuel E. Taylor is steadily employed and able to properly provide for and support the infant child, Carolyn Lee Buker; that the said Carolyn Lee Buker is now living with the said Samuel E. Taylor and Laura P. Taylor, his wife, and has been living with them for sometime and has been treated by them as if she were their own child; that the adoption of the said Carolyn Lee Buker by Samuel E. Taylor and Laura P. Taylor, his wife, will be to the advantage and general welfare of the said infant child, Carolyn Lee Buker.

As witness my hand and Notarial Seal.

Frederick Jones Steven J. Everd

(NOTARIAL SEAL) Notary Public

Filed July 18" 1944

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| In the matter of the Petition of Mary Johanna Cain to adopt and change the name of Edith Elizabeth Green. | : | No. 8657 Equity. In the Circuit Court for Anne Arundel County. |

PETITION, AFFIDAVIT, CONSENT & DECREE.

To the Honorable, the Judges of said Court:

The Petition of Mary Johanna Cain respectfully represents unto your Honor:

FIRST: That she is a widow and a resident of that part of Fort George G. Meade which lies in Anne Arundel County, Maryland and has resided therein for approximately twenty-two years.

SECOND: That your Petitioner now has and for the past year and a half has had residing with her Edith Elizabeth Green born on the 28th day of August, 1911 and whom she has known intimately for more than nine years last past.

THIRD: That while your Petitioner has two sons, both adults, and both of whom are in the Armed Forces of the United States, she has no daughters and she is desirous, therefore, to legally adopt the said Edith Elizabeth Green, and she, the said Edith Elizabeth Green desires to be adopted by your Petitioner.

FOURTH: That your Petitioner believes and therefore avers that it would be to the best interest of all parties concerned if she is permitted to adopt the said Edith Elizabeth Green.

FIFTH: That your Petitioner attaches hereto the assent of the said Edith Elizabeth Green to be adopted by your Petitioner, which assent your Petitioner prays may be taken as a part hereof.

SIXTH: That under all of the circumstances above set forth your Petitioner believes and therefore avers that it will be to the best interest of all parties concerned that the name of Edith Elizabeth Green may be changed from Edith Elizabeth Green to Edith Elizabeth Cain.

WHEREFORE your Petitioner prays that a proper Decree may be passed by this Honorable Court in the premises:

1. Declaring the said Edith Elizabeth Green the adopted child of your Petitioner, Mary Johanna Cain.

2. Changing the name of the said Edith Elizabeth Green to Edith Elizabeth Cain.

AND as in duty bound, etc.

Paul C. Wolman
Solicitor for Petitioner.

Mary Johanna Cain
Petitioner.

STATE OF MARYLAND, CITY OF BALTIMORE, To wit:-

I HEREBY CERTIFY, That on this 13th day of July, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Mary Johanna Cain, Petitioner named in the aforegoing Petition, and made oath in due form of law that the matters and facts as therein set forth are true to the best of her knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Mildred R. Fair.
Notary Public.

I, Edith Elizabeth Green certify that I was born on the 28th day of August, 1911 and that I hereby consent to the passage of a Decree by the Circuit Court for Anne Arundel County, in Equity, for my adoption by Mary Johanna Cain and for the change of my name from Edith Elizabeth Green to Edith Elizabeth Cain.

TEST: Mildred R. Fair Edith Elizabeth Green

Filed July 14" 1944

In the matter of the Petition of Mary Johanna Cain to Adopt and Change the Name of Edith Elizabeth Green. No. 8657 Equity. In the Circuit Court for Anne Arundel County.

I, Second Lieutenant Clemens Marion Cain hereby certify that I am an adult citizen of the United States now serving in the United States Army; that I am a son of Mary Johanna Cain, widow; that with the exception of Judith Elizabeth Cain, born December 23rd, 1935, daughter of Edith Elizabeth Green, who was adopted by my Mother through the Circuit Court of Anne Arundel County, Maryland, my brother Corp. Christian Leonard Cain, also an adult citizen now serving in the United States Army, and I are the sole heirs of the said Mary Johanna Cain; that I am familiar with the contents of the Petition filed by her in the Circuit Court of Anne Arundel County, Maryland, in which she seeks to adopt Edith Elizabeth Green and change her name to Edith Elizabeth Cain; that I realize the full significance of the proceedings and fully consent to the passage of such orders as may be necessary to accomplish the purposes intended thereby.

AS WITNESS my hand and seal this 24 July 1944 day of July, 1944.

WITNESS: Albert J. Soukeep Second Lt. Clemens Marion Cain (SEAL)

CAMP PLAUCHE, LOUISIANA:

I HEREBY CERTIFY, That on this 24 July day of July, 1944, before me, the subscriber, an Officer of the United States Army, authorized by law to administer oaths in matters of this character, personally appeared Second Lt. Clemens Marion Cain, and he made oath in due form of law that he is a person subject to military law; that he personally signed the aforegoing instrument and that the matters and facts set forth therein are true to the best of his knowledge and belief.

Joseph J. Kolnik
Name of Officer

1st Lt. _ Adjutant
Rank

Adjutant 15th traffic Reg. Group.

Filed Aug. 29" 1944

I, Corporal Christian Leonard Cain hereby certify that I am an adult citizen of the United States now serving in the United States Army; that I am a son of Mary Johanna Cain, widow; that with the exception of Judith Elizabeth Cain, born December 23rd, 1935, daughter of Edith Elizabeth Green, who was adopted by my Mother through the Circuit Court of Anne Arundel County, Maryland, my brother, Lieutenant Clemens Marion Cain, also an adult citizen now serving in the United States Army, and I are the sole heirs of the said Mary Johanna Cain; that I am familiar with the contents of the Petition filed by her in the Circuit Court of Anne Arundel County, Maryland, in which she seeks to adopt Edith Elizabeth Green and change her name to Edith Elizabeth Cain; that I realize the full significance

of the proceedings and fully consent to the passage of such orders as may be necessary to accomplish the purposes intended thereby.

AS WITNESS my hand and seal this 10th day of August, 1944.

WITNESS: Thomas J. Harrington Corp. Christian Leonard Cain (SEAL)

CAMP BRUCE McCOY, WISCONSIN:

I HEREBY CERTIFY, That on this tenth day of August, 1944 before me, the subscriber, an officer of the United States Army, authorized by law to administer, oaths in matters of this character, personally appeared Corp. Christian Leonard Cain, and he made oath in due form of law that he is a person subject to military law; that he personally signed the aforegoing instrument and that the matters and facts set forth therein are true to the best of his knowledge and belief.

Jack W. Dengel,
Name of Officer

Captain, Infantry,
Rank

Adjutant
Official Position

Filed Aug. 29" 1944.

DECREE.

Upon consideration of the aforegoing Petition, Affidavit and Consent:
It is thereupon this 31st day of August in the year nineteen hundred and forty-four, by the Circuit Court for Anne Arundel County, in Equity, and by authority of this Court, ADJUDGED, ORDERED and DECREED that Edith Elizabeth Green be, and she is hereby declared to be the legally adopted child of Mary Johanna Cain as prayed in the said Petition, and the name of the said Edith Elizabeth Green be and the same is hereby changed from Edith Elizabeth Green to Edith Elizabeth Cain and that the said Petitioner pay the costs of these proceedings to be taxed by the Clerk.

Ridgely P. Melvin, Judge.

Filed Aug. 31" 1944.

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| In the Matter of the Adoption of | : | No. 8658 Equity. |
| Nancy Lee Burroughs, Infant and | : | In the Circuit Court for |
| Change of Name to Nancy Lee Matchett. | : | Anne Arundel County. |

#3

PETITION.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ella McKenzie Matchett and Frank W. Matchett, her husband, by Noah A. Hillman, their Solicitor, respectfully shows:

1. That they are residents of Anne Arundel County and have resided at Herald Harbor in said County for a number of years.

2. That your Petitioner, Ella McKenzie Matchett, was formerly married to one Charles Wilton Burroughs, from whom she obtained an absolute divorce in the Circuit Court of the City of Norfolk, Virginia, later marrying the Co-Petitioner, Frank W. Matchett.

3. That one child, Nancy Lee Burroughs, was born to your Petitioner and her former husband, the child now being aged nine years.

4. That the aforesaid Nancy Lee Burroughs has been continuously in the custody of your Petitioner, her mother, since the aforesaid divorce and has resided with both Petitioners since their marriage.

5. That your Petitioners have a child born as a result of their marriage, residing with them, now aged four years.

6. That your Petitioner, Frank W. Matchett, is regularly employed at the United States Naval Experiment Station, Annapolis, Maryland, as a first class pipe fitter.

7. That your Petitioners believe it would be to the best interests of said infant child, Nancy Lee Burroughs, for her name to be changed to Nancy Lee Matchett and that she be legally adopted by the Petitioners.

8. That your Petitioners file herewith as a part of this Petition a consent to the said adoption and change of name, duly executed and sworn to by the father of said infant.

To the end, therefore

A. That this Honorable Court pass a decree declaring said infant child, Nancy Lee Burroughs, to be the legally adopted child of Ella McKenzie Matchett and Frank W. Matchett, her husband, in accordance with the provisions of Article 16, Code of Public General Laws of Maryland, and with all the rights and privileges conferred by law.

B. That in said decree the infant's name be changed from Nancy Lee Burroughs to Nancy Lee Matchett.

C. And for such other and further relief as may be required.

And as in duty bound, etc.

Ella McKenzie Matchett
Frank Wallace Matchett, Petitioners.

Noah A. Hillman
Solicitor for Petitioners

In the Matter of the Adoption of
Nancy Lee Burroughs, Infant and
Change of Name to Nancy Lee Matchett

No. 8658 Equity.
In the Circuit Court for
Anne Arundel County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This is to certify that I, Charles Wilton Burroughs, father of the aforesaid infant, Nancy Lee Burroughs, do hereby consent to the passing of an Order of this Court declaring the said infant to be the legally adopted daughter of the petitioners, Ella McKenzie Matchett and Frank W. Matchett, her husband, believing, as I do, that said petitioners are well qualified to rear the child properly and also that the best interests and welfare of the child will be served by said adoption.

I do further consent to the change of name of the said child from Nancy Lee Burroughs to Nancy Lee Matchett.

Charles Wilton Burroughs, Father

STATE OF VIRGINIA, City of Norfolk, to wit:

I hereby certify, that on this 8th day of July, 1944, before me, the subscriber, a Notary Public of the State of Virginia, in and for the City of Norfolk, personally appeared the above named Charles Wilton Burroughs and acknowledged the foregoing consent to adoption and change of name of his child to be his act.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) C. V. Creech, Notary Public.

My Com Expires 10/12/44

Filed July 14" 1944

In the Matter of the Adoption of Nancy Lee Burroughs, Infant and Change of Name to Nancy Lee Matchett — No. 8658 Equity. In the Circuit Court for Anne Arundel County.

The Petition for adoption and Exhibit in the above titled cause having been by the Court read and considered, and it being the opinion of this Court that the best interests of the infant child mentioned in said Petition would be served by the adoption of said infant, it is thereupon, ORDERED,ADJUDGED AND DECREED by the Circuit Court of Anne Arundel County, in Equity, this 26 day of July, 1944, that the infant child, Nancy Lee Burroughs, mentioned in the Petition be and she is hereby declared to be the legally adopted child of Ella McKenzie Matchett and Frank W. Matchett, her husband, with all the right, duties and privileges conferred by law; and it is FURTHER ORDERED AND DECREED that the name of said infant child be and is hereby changed to Nancy Lee Matchett.

And it is ordered that the Petitioners pay the costs of these proceedings.

Ridgely P. Melvin, Judge.

Filed July 26" 1944

July 25- 1944

Mr Noah Hillman:

Dear Sir

I can say that Mr & Mrs Frank Matchett are good parents. Mr F Matchett is kind, industrious and sober in his habits. He is and has been for some time the support of Nancy Burroughs and I know will always be a good father.

Sincerely

Katie E. Rowley

July 25, 1944

Mr Hillman -

Dear Sir -

In reference to the adoption of Nancy Burroughs, by Frank & Ella Matchett, I wish to say they are fine parents and consider her welfare at all times.

Sincerely

Esther Boyer.

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IN THE MATTER OF THE PETITION OF DAVID H. TURNER and MARY E. TURNER, his wife, for the adoption of JAMES DAVID DONOVAN, infant. — No. 8659 Equity. In the Circuit Court for Anne Arundel County.

PETITION FOR ADOPTION, CONSENT AND CERTIFICATE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of DAVID H. TURNER and MARY E. TURNER, his wife, respectfully represents unto Your Honors:

FIRST: That they are residents of Anne Arundel County and State of Maryland and that your Petitioner, DAVID H. TURNER, operates a Traffic Managers' Service Bureau in the City of Washington, District of Columbia, earning approximately $3,500.00 annually.

SECOND: That your petitioners were married on the 22nd day of May, 1943, at Annapolis, Maryland; and they have lived together as husband and wife ever since.

THIRD: That your petitioners have no children born unto them as a result of their marriage.

FOURTH: That RUBY DONOVAN, a resident of Harford County, Maryland, who joins in this petition, is the mother of JAMES DAVID DONOVAN, who was born unto her at Stevensville, Maryland, on September 10, 1939, and who is now four years nine months of age. That she and her husband, JOHN DONOVAN, have been separated for many years; and your petitioners are informed that he is now deceased. That the said JOHN DONOVAN and RUBY DONOVAN were not in a position to take care of their son at the time of his birth, nor were they interested in doing so. That your petitioner, DAVID H. TURNER, took charge of said child when one month old; and he has had said infant child in his custody ever since. That your petitioners, DAVID H. TURNER and MARY E. TURNER, have become very much attached to the said JAMES DAVID DONOVAN; and they desire and are anxious and willing to adopt him as their own so as to confer upon him all rights vouchsafed under the law in such cases. They further desire to retain said infant child under their roof and to care for and provide for him as their own and to educate and train him in a manner conducive to his best interests.

FIFTH: That the said RUBY DONOVAN, mother of said infant, has consented to this adoption, as will appear from her signed assent and affidavit attached hereto. That is is impossible to obtain the signed assent of JOHN DONOVAN, the father, inasmuch as he has been reported deceased.

SIXTH: Your petitioners further pray this Honorable Court that the name of JAMES DAVID DONOVAN be changed to JAMES DAVID TURNER.

TO THE END, THEREFORE:

(1) THAT this Honorable Court may pass a decree declaring the said JAMES DAVID DONOVAN the adopted child of the said DAVID H. TURNER and MARY E. TURNER, his wife.

(2) THAT the name of JAMES DAVID DONOVAN be changed from JAMES DAVID DONOVAN to JAMES DAVID TURNER.

(3) THAT your petitioners may have such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS to take such action and pass such order as may effectuate the wish and intention of your petitioners and promote the best interest and welfare of the said infant.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
Solicitor for Petitioners

David H. Turner
Mary E. Turner, Petitioners.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 15th day of July, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared DAVID H. TURNER and MARY E. TURNER, his wife, the within-named petitioners, and made oath in due form of law that the matters and facts mentioned in the foregoing petition are true as therein set forth.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Grace E. Roth

Notary Public.

ASSENT TO ADOPTION

I, RUBY DONOVAN, mother and surviving parent of JAMES DAVID DONOVAN, do hereby assent to the application of DAVID H. TURNER and MARY E. TURNER, his wife, to have the said JAMES DAVID DONOVAN become the adopted child of DAVID H. TURNER and MARY E. TURNER, his wife, and to have his name changed to JAMES DAVID TURNER.

I furthermore certify that I am reliably informed and, therefore, believe and aver that my husband, JOHN DONOVAN, is deceased.

Ruby Donovan

STATE OF MARYLAND, HARFORD COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 15th day of July, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared RUBY DONOVAN and made oath in due form of law that the matters and facts set forth above are true to the best of her knowledge and belief and that she freely assents to the adoption of her infant child by DAVID H. TURNER and MARY E. TURNER, his wife, and to the change of his name of JAMES DAVID TURNER; and she further made oath that her husband, JOHN DONOVAN, is, to the best of her knowledge and belief, deceased.

AS WITNESS my hand and Notarial seal.

(NOTARIAL SEAL) Maie T. Kirk

Notary Public.

Edgewater, Maryland July 1, 1944

I HEREBY CERTIFY that I have known DAVID H. TURNER and MARY E. TURNER, his wife, for approximately Eight years and that I know them to be honest, sober, industrious and reliable. I believe them to be proper persons to have the care and custody of the infant child named herein; and I believe they will make kind, devoted and loving parents.

Patrick J. White.

Filed July 18" 1944.

DECREE July 19" 1944

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

THE Court, being satisfied upon careful investigation that the best interest and welfare of the said infant, JAMES DAVID DONOVAN, will be served by the passage of the following order.

IT is thereupon, this 19th day of July, 1944, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the infant, JAMES DAVID DONOVAN, mentioned in these proceedings, be and he is hereby decreed to be the legally adopted child of DAVID H. TURNER and MARY E. TURNER, his wife, with all the rights vouchsafed under the laws of the State of Maryland.

AND it is further adjudged, ordered and decreed that the name of the said infant, JAMES DAVID DONOVAN, be and it is hereby changed from JAMES DAVID DONOVAN to JAMES DAVID TURNER.

IT is further ordered that the said petitioners shall pay the costs of these proceedings, to be taxed by the Clerk.

James Clark, Judge

Filed July 19" 1944.

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| EX PARTE | : | No. 8662 Equity |
| In the Matter of Donald | : | In the Circuit Court for |
| Lee Kelly Infant | : | Anne Arundel County. |

PETITION Decree July 25, 1944

To the Honorable, the Judge of said Court:

The Petition of Ewald Josef Konrad and Roberta Barbara Konrad, his wife, respectfully represents:

1. That your Petitioners are husband and wife and reside at R. F. D. #3, Pasadena, Anne Arundel County, Maryland.

2. That your Petitioners have no children living as the result of their marriage.

3. That the infant child, Donald Lee Kelly, the subject of this petition, was secured by your Petitioners from the mother of said infant, Thelma Virginia Kelly, on July 11th, 1944; that said infant was born out of wedlock and according to the records of the Department of Health of the City of Baltimore, State of Maryland, the date of birth of said infant is May 24th, 1943.

4. That your Petitioners have become very much attached to the infant and are desirous of jointly adopting him, and are entirely able to care and support for said infant.

5. That the mother of said infant, the said Thelma Virginia Kelly, is satisfied that your Petitioners are of good character and reputation and perfectly capable of providing for the support and care of the infant child, as is evidenced by her assent to the decree of adoption.

6. That Mr. George Conklin and Rev. Charles S. Harrison, residents of Anne Arundel County, State of Maryland, and intimate friends and neighbors of your Petitioners, are satisfied that your Petitioners are of good character and reputation and perfectly capable of providing for the support and care of the said infant child, as is evidenced by their certificates attached hereto, and prayed to be taken as a part of this Petition.

WHEREFORE, your Petitioners pray that an order be passed by this Honorable Court declaring the said infant, Donald Lee Kelly to be the adopted child of Ewald Josef Konrad and Roberta Barbara Konrad, his wife, and that the name of said infant child be changed from Donald Lee Kelly to Donald Carl Konrad.

And as in duty bound, etc.

Hofferbert, Dorn & Hudnet
Solicitors for Petitioners.

Ewald Josef Konrad
Roberta Barbara Konrad, Petitioners.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 12th day of July, in the year nineteen hundred forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Ewald Josef Konrad and Roberta Barbara Konrad,

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

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Lena Klein

Notary Public.

Thelma Virginia Kelly, mother of the infant child, Donald Lee Kelly, mentioned in the aforegoing Petition, believing the passage of the decree as prayed for in the aforegoing Petition to be to the best interest and welfare of the said infant, hereby assents to the same.

Thelma Virginia Kelly.

George Conklin, adult, intimate friend and neighbor of Ewald Josef Konrad and Roberta Barbara Konrad, his wife, hereby certifies that he has known your Petitioners for approximately five years, and can say from his close association that these parties are held out in the community to be of high reputation and character and financially and otherwise fully capable of supporting the infant child mentioned in the aforegoing Petition.

George R. Conklin, Jr.

Rev. Charles S. Harrison, Pastor of Jenkins Methodist Church, hereby certifies that he has known your Petitioners, Ewald Josef Konrad and Roberta Barbara Konrad, his wife, for approximately five years, and can say from his close association that these parties are held out in the community to be of high reputation and character and financially and otherwise fully capable of supporting the infant child mentioned in the aforegoing Petition.

Rev. Chas. S. Harrison

Filed July 24" 1944.

Upon consideration of the aforegoing Petition it is thereupon this 25th day of July, 1944, by the Circuit Court for Anne Arundel County, in Equity, and by authority of this Court - ADJUDGED, ORDERED and DECREED, that Donald Lee Kelly be and he is hereby declared to be the legally adopted child of Ewald Josef Konrad and Roberta Barbara Konrad, his wife, as prayed in the said Petition and that the name of the said Donald Lee Kelly be and the same is hereby changed from Donald Lee Kelly to Donald Carl Konrad, and that the said Petitioners pay the cost of the proceedings to be taxed by the Court.

Ridgely P. Melvin, C.J.

Filed July 25" 1944.

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| Neville C. Seymour, Frances Seymour | : | No. 8663 Equity. |
| vs. | : | In the Circuit Court for |
| The Farmers National Bank of Annapolis | : | Anne Arundel County. |

BILL OF COMPLAINT.

To The Honorable, The Judges of said Court:

The plaintiffs respectfully show:-

1. That they owned realty located in Annapolis, Maryland, and they conveyed the same to James M. Munroe, Trustee, to secure payment of a debt of $4500 owed by them to

the Farmers National Bank of Annapolis, by deed of trust dated November 11, 1924 recorded among the land records of Anne Arundel County in liber W.N.W. No. 82 folio 477 et seq., wherein said realty is described.

2. That they executed another deed of trust of the same property to James M. Munroe, Trustee, recorded among said land records in liber F.S.R. No. 85 folio 78, to secure payment by them of a debt to the said bank in amount of $4500.

3. That James M. Munroe has departed this life.

4. That the plaintiffs have paid both of said debts in full, and the said bank executed short releases of the deeds of trust recorded on the said land records at the conclusion of each of said deeds of trust; but the plaintiffs are advised that this is not sufficient to disencumber their title to said realty and that it is necessary for a substituted trustee to re-convey the same to them.

To The End Therefore: (1) That a substituted trustee be appointed to the place and stead of James M. Munroe.

(2) That the substituted trustee be required to re-convey the said property to the plaintiffs in fee simple free of any trust, obligation, or encumbrance on account of the aforesaid two debts.

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

May it please your Honors to grant to the plaintiffs a writ of subpoena, etc.

And as in duty bound, etc.

E. Klawans

Solicitor for the plaintiffs

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 25th day of July, 1944, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Emanuel Klawans and he did make oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true and bona fide as therein stated.

Witness my hand and notarial seal.

(NOTARIAL SEAL) Noah A. Hillman, Notary Public.

Filed July 26" 1944

ANSWER TO BILL OF COMPLAINT.

To The Honorable, The Judges of said Court:

The answer of the Farmers National Bank of Annapolis to the bill of complaint in the above cause, respectfully shows:-

1. That it admits the allegations made in the bill of complaint and consents to the relief prayed.

And having fully answered said bill, the defendant prays to be hence dismissed with his costs.

R. Tilghman Brice, III

Solicitor for the defendant.

Filed July 26" 1944.

SUBMISSION FOR DECREE.

To the Honorable, The Judges of said Court:

The parties to this cause submit the same on bill and answer for an immediate decree.

E. Klawans
Solicitor for the plaintiffs
R. Tilghman Brice, III
Solicitor for the defendant.

Filed July 26" 1944

DECREE July 27" 1944

This cause standing ready for hearing and being submitted, the proceedings were read and considered by the Court.

Thereupon, it is this 27th day of July, 1944, by the Circuit Court for Anne Arundel County sitting in Equity, adjudged, ordered, and decreed, that Emanuel Klawans is hereby substituted to the place and stead of the late James M. Munroe as trustee under the two deeds of trust specified in the bill of complaint, namely, the deed of trust from Neville C. Salaman and Frances Salaman, his wife, to James M. Munroe, Trustee, dated November 7, 1924 recorded among the land records of Anne Arundel County in liber W.N.W. 82 folio 477 et seq.; and the deed of trust from Neville C. Seymour and Frances Seymour his wife, to James M. Munroe, Trustee, dated May 1, 1931 recorded among said land records in liber F.S.R. 85 folio 78 et seq. And it is further adjudged, ordered and decreed that the debts and obligations secured by said deeds of trust have been fully paid and performed, and that the plaintiffs are entitled to hold said property free and clear of any operation or effect of the said deeds of trust. And it is further adjudged, ordered and decreed that Emanuel Klawans, as substituted trustee, is hereby authorized, empowered, and directed to re-convey to the plaintiffs all of the realty described in said deeds of trust, free and clear of any and all operation, lien, or effect of said deeds of trust. Further ordered that plaintiffs pay the costs of this proceeding.

Ridgely P. Melvin, C.J.

Passage of the above decree is consented to by the parties to this suit and all right of appeal therefrom is hereby waived.

Emanuel Klawans
Solicitor for the plaintiffs
R. Tilghman Brice, III
Solicitor for the defendant.

Filed July 27" 1944.

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| In the Matter of the Adoption | : | No. 8664 Equity. |
| and Change of Name of | : | In the Circuit Court for |
| Baby Brown | : | Anne Arundel County. |

PETITION, AFFIDAVIT and ASSENT TO DECREE, and ORDER OF COURT thereon.

To the Honorable, the Judges of said Court:

The Petition of Harry Loritz Sander and E. Wilma Sander, his wife, respectfully shows:

FIRST: That they are residents of Anne Arundel County, in the State of Maryland.

SECOND: That several months ago your Petitioners caused to be inserted in the BALTIMORE SUN, a daily newspaper published in the City of Baltimore, a notice that they desired to adopt a child.

THIRD: That in response to said advertisement, your Petitioners received a communication from one Opal Brown stating that she expected the birth of a child in the month of July, 1944, and that she would agree to the legal adoption of said child by your Petitioners.

FOURTH: That the said Opal Brown did give birth to a male child on the 9th day of July, 1944, at St. Agnes Hospital, in the City of Baltimore, State of Maryland.

FIFTH: That the said Opal Brown has not given the infant a name, and the said infant is known only as Baby Brown.

SIXTH: That the said Opal Brown has refused to keep the said child, and has turned the infant child over to your Petitioners, and that the said child is now in the custody of your Petitioners.

SEVENTH: That the said Opal Brown is a widow, her husband, the father of the said child having died as a result of an automobile accident on the 27th day of November, 1943.

EIGHTH: That your Petitioners are willing, able, and anxious to care for and educate the child according to their station in life, and that they will both love and support said infant child, and will give him a good home.

NINTH: That your Petitioners are willing, able and anxious to maintain, support and educate said infant according to their station in life, and aver that the legal adoption will be for the best interest of said infant child.

TENTH: That the said Opal Brown, mother of the said infant, Baby Brown, joins in this Petition and assents to a Decree to be passed by this Honorable Court for the legal adoption of said infant, and change the name as prayed.

THEREFORE, your Petitioners pray this Honorable Court to pass a Decree declaring the said Infant Baby Brown to be the legally adopted son of Harry Loritz Sander and E.Wilma Sander, his wife, and that his name be changed to Frederick Terhune Sander.

AND as in duty bound, etc.,

R. Tilghman Brice, III,
Solicitor for Petitioners.

Harry Loritz Sander
E. Wilma Sander , Petitioners

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

I HEREBY CERTIFY, That on this 24th day of July in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared HARRY LORITZ SANDER and E. WILMA SANDER, his wife, the Petitioners, and they made oath in due form of law that the matters and facts as set forth in the foregoing Petition are true to the best of their knowledge, information and belief.

AS witness my hand and Notarial seal.

(NOTARIAL SEAL)

Beatrice A. Velencvsky
Notary Public.

I HEREBY ASSENT to any Decree that may be passed by a Court of Record for the legal adoption of my son, Baby Brown, who was born in the City of Baltimore, State of Maryland, on the 9th day of Jyly, 1944, and to change his name to Frederick Terhune Sander.

Opal Brown

Filed July 27" 1944.

DECREE

Upon the foregoing Petition, Affidavit, and Assent to Decree, it is this 27th day of July, 1944, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED, that Baby Brown, infant child of Opal Brown, be and he is hereby declared to be the legally adopted son of Harry Loritz Sander and E. Wilma Sander, his wife, and that the name of the said Infant be and the same is hereby changed to Frederick Terhune Sander, as prayed; and that the Petitioners pay the costs of these proceedings.

James Clark, Judge.

Filed July 27" 1944

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EXPARTE: In the Matter of Michael Louis Barbernitz and Gertrude Barbernitz, to change their names. : No. 8666 Equity : In the Circuit Court for : Anne Arundel County.

PETITION, AFFIDAVIT & ORDER.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE PETITION of Michael Louis Barbernitz and Gertrude Barbernitz, respectfully represent:

1. THAT they reside at Saunders Range, near Glen Burnie, Anne Arundel County, State of Maryland, and are both adults.

2. THAT they desire that their names Michael Louis Barbernitz and Gertrude Barbernitz shall be changed to Michael Louis Barnett and Gertrude Barnett, for the reason that the name which they desire is more euphonious and fluent, easier to spell and pronounce.

3. THAT the said Petitioners allege that there are no judgments recorded against them and no actions in law or in Equity pending against them in this Honorable Court or in any other Court.

WHEREFORE, Your Petitioners pray this Honorable Court to pass a Decree changing their names accordingly.

AND as in duty bound, etc.

Robert E. Kindred,
Solicitor for Petitioners.

Michael Louis Barbernitz
Gertrude Barbernitz, Petitioners.

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 27th day of July, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Michael Louis Barbernitz and Gertrude Barbernitz, and made oath in due form of law that the matters and facts contained in the within Petition, are true to the best of _ knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Viola Kindred,
Notary Public

Filed Aug. 1" 1944

ORDER.

UPON THE AFOREGOING PETITION and AFFIDAVIT, it is this 2nd day of AUGUST, 1944, by The Circuit Court for Anne Arundel County, ORDERED AND DECREED that the prayer of the said Petitioners, be and the same is hereby granted, changing their names from Michael Louis Barbernitz and Gertrude Barbernitz to MICHAEL LOUIS BARNETT and GERTRUDE BARNETT, respectively; and IT IS FURTHER ORDERED that the Petitioners pay the costs of these proceedings.

James Clark, Judge

Filed August 2nd. 1944.

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| IN THE MATTER OF THE ADOPTION | : | No. 8667 Equity |
| OF | : | In the Circuit Court for |
| JOHN WINTERS ROWLEY, an infant. | : | Anne Arundel County |

PETITION, EXHIBIT A, B. and C. and Decree of Adoption

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of George Harry Stevens and May L. Stevens, his wife, of Bay Ridge, Anne Arundel County, Maryland, respectfully shows unto your Honor:

ONE: That your Petitioners, George Harry Stevens and May L. Stevens, his wife, were married on the 31st day of August, 1939, at Philadelphia, Pennsylvania, and reside together at Bay Ridge, Maryland.

TWO: That the said George Harry Stevens is employed in Washington, D.C., and his Wife, May L. Stevens, manages and operates the home of your Petitioners.

THREE: That the said John Winters Rowley, Infant, was born on June 28th, 1944, in the City of Washington, D.C., out of wedlock to Velma A. Rowley, and the whereabouts of any father is unknown; and that the said infant child is now in the custody of your Petitioners at Bay Ridge, Anne Arundel County, Maryland.

FOUR: That your Petitioners desire jointly to adopt as their child the said infant, John Winters Rowley, in accordance with the provisions of the Code of Public General Laws of Maryland, (1939) Article 16, Section 78; and respectfully aver, allege and show that they maintain a modern and comfortable home at their residence aforesaid, and that they are willing to provide for the proper care, maintenance and rearing of the said infant child. And your Petitioners further allege that the Mother of said Infant, Velma A. Rowley, is willing to have this Honorable Court pass a decree of adoption in the premises whereby her said infant child, John Winters Rowley, shall become the adopted child of your Petitioners and in proof thereof, your Petitioners attach hereto as a part hereof the written consent of the said Velma A. Rowley, showing her willingness to have her said son so adopted by your Petitioners, which is marked "Petitioners' Exhibit A".

FIVE: That your Petitioners believe, and therefore, aver, that it will be for the best interests and welfare of the said infant that he be so adopted by your Petitioners, and that his well-being, comfort and happiness will be properly promoted by such adoption; and your Petitioners file herewith as a further part hereof, written statements of F. G. Rinn and Mae E. Butscher, citizens of Anne Arundel County, Maryland, in support of this petition, showing that your Petitioners are fit persons to become the adopting parents of

the said infant, which statements are marked "Petitioners' Exhibit B" and "Petitioners' Exhibit C", respectively.

Your Petitioners, therefore, respectfully prays:

(1) That a decree may be passed by this Honorable Court, declaring the said infant child, John Winters Rowley, to be the adopted child and son of your Petitioners, George Harry Stevens and May L. Stevens, his wife, in accordance with the laws of the State of Maryland, and that the name of the said infant child, John Winters Stevens, be changed to that of your Petitioners, and that he be hereafter known as Guy Ellsworth Stevens.

(2) That your Petitioners may have such other and further relief as their cause and Equity may require.

Louis M. Strauss
Solicitor for Petitioners

George H. Stevens
May L. Stevens, Petitioners.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 1st day of August, 1944, before me, the subscriber, a Notary Public of the State of Maryland, County aforesaid, personally appeared George Harry Stevens and May L. Stevens, his wife, the within Petitioners, and made oath in due form of law that the matters and facts set out and alleged in said Petition are true, as therein stated, to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Rose Marie Reich,
Notary Public.

Petitioners' Exhibit A.

THIS RELEASE and consent executed this 31 day of July 1944, by and between Velma A. Rowley of Washington, D.C., Party of the first part and George Harry Stevens and May L. Stevens, his wife, parties of the second part.

Ex 3

WITNESSETH, that whereas, I am and I do hereby certify that I am the natural mother of a male infant child named John Winters Rowley, who was born on June 28th, 1944, at Columbia Hospital, Washington, D. C. out of wedlock, and whereas I am willing and hereby voluntarily declare my assent to the adoption of my said son, John Winters Rowley aforesaid by George Harry Stevens and May L. Stevens, his wife, and I do further authorize and give my consent to any Court of Competent Jurisdiction wherein and in any District or County or State where the said George Harry Stevens and May L. Stevens, his wife, may reside, to pass a decree of adoption, declaring the said John Winters Rowley to be the legally adopted son of George Harry Stevens and May L. Stevens, his wife, and further consent that the aforesaid decree provide a change of name of the said John Winters Rowley, and the party of the first part certified that the whereabouts of any father of said child is unknown; and in consideration of the premises, hereby remises, releases, quit claims and forever discharges George Harry Stevens and May L. Stevens, his wife, their heirs, executors, and administrators from any and all claims, actions, proceedings and demands whatsoever for or on account of the custody of the infant, aforesaid, or any act or thing growing out of or in anywise connected therewith.

AS WITNESS my hand and seal this day and date first above written.

WITNESS: Mrs. J. W. Rowley
Grand Mother

Velma A. Rowley (SEAL)
Mother.

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, TO WIT:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public, in and for the District of Columbia, personally appeared Velma A. Rowley, party to the above consent and release, and acknowledged the same to be her act.

WITNESS my hand and Notarial Seal this 31st day of July, 1944.

(NOTARIAL SEAL) William S. Jones,
Notary Public.

TO WHOM IT MAY CONCERN.

I, F. G. Rinn, of Anne Arundel County, Maryland, do hereby certify that I have personally known George Harry Stevens and May L. Stevens, his wife, for 2 years, and I have had occasion to observe the manner in which they conduct their home and their social environment and that I certify that they are of good character and excellent reputation, and that they maintained a clean and comfortable home in Bay Ridge, Maryland, and that they enjoy the social respect of the community in which they reside; that George Harry Stevens is employed in the City of Washington, and May L. Stevens operates and manages their home, and that any child that would become a member of their household would enjoy and benefit from the operation of such a household and environment.

Witness: Mae E. Butscher F. G. Rinn

PETITIONERS' EXHIBIT B.

TO WHOM IT MAY CONCERN

I, Mae E. Butscher, of Anne Arundel County, Maryland, do hereby certify that I have personally known George Harry Stevens and May L. Stevens, his wife, for 5 years, and I have had occasion to observe the manner in which they conduct their home and their social environment and that I certify that they are of good character and excellant reputation, and that they maintain a clean and comfortable home in Bay Ridge, Maryland, and that they enjoy the social resp_ct of the community in which they reside; that George Harry Stevens is employed in the City of Washington, and May L. Stevens operates and manages their home, and that any child that would become a member of their household would enjoy and benefit from the operation of such a household and environment.

Witness: Francis F. Landis Mae E. Butscher

PETITIONERS' EXHIBIT C

Filed August 2nd. 1944

DECREE OF ADOPTION

George Harry Stevens and May L. Stevens, his wife, of Anne Arundel County, State of Maryland, having filed their Petition in this Court, praying that a decree be passed therein and herein, declaring John Winters Rowley, infant, to be their adopted son, in accordance with the provisions of the Laws of the State of Maryland; the natural mother of the said infant having expressed her willingness to and desire for such adoption and it appearing to the Court that the best interests and welfare of the said John Winters Rowley, infant, will be promoted by such adoption.

IT IS THEREUPON, this 2nd day of August, 1944, by the Circuit Court for Anne Arundel County, in Equity, and by the authority thereof, ADJUDGED, ORDERED AND DECREED, that John Winters Rowley, infant child of Velma A. Rowley, be and he is hereby declared to be the

adopted child of George Harry Stevens and May L. Stevens, his wife; and it is further ADJUDGED, ORDERED AND DECREED, by the authority aforesaid, that the name of the said infant child be hereby changed from John Winters Rowley to Guy Ellsworth Stevens, and it is further ORDERED that the Petitioners pay the costs of these proceedings.

James Clark A.J.

Filed August 2" 1944.

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| In the Matter of the Sale of the Mort- | : | No. 8590 Equity. |
| gaged Real Estate of William H. Sevier | : | In the Circuit Court for |
| and Estella Sevier, his wife. | : | Anne Arundel County. |

Mr. Clerk:

Please docket this suit, file original mortgage, mortgage note, F.H.A. Note, and Statement of Mortgage Debt.

George E. Rullman, Assignee

Filed Jany. 13" 1944.

MORTGAGE

(MD. STATE STAMPS $3.10)

THIS MORTGAGE, Made this 8th day of April, in the year nineteen hundred and thirty-nine (1939), by and between William H. Sevier and Estella Sevier, his wife, of Anne Arundel County, State of Maryland, parties of the first part, hereinafter called mortgagors, and the County Trust Company of Maryland, a body corporate of the State of Maryland, party of the second part, hereinafter called mortgagee, Witnesseth:-

WHEREAS, the said mortgagors have this day received by way of loan from the said mortgagee an advance in the amount of THREE THOUSAND, NINETY-TWO AND 87/100 DOLLARS ($3,092.87), and as evidence of said indebtedness, the said mortgagors have passed to the said mortgagee their joint promissory note of even date herewith, in the amount of $3092.87, payable seven years after date hereof. And it is hereby agreed between the parties hereto that the said mortgagors shall pay to the said mortgagee the sum of Thirty-six and 82/100 Dollars ($36.82), monthly, on account of said indebtedness until the whole debt covered by this mortgage is paid and satisfied.

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

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

ALL those two lots or parcels of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, said lots being known and designated as Lots "K" and "L", of Block Twenty (20), according to a plat entitled "Arundel-on-the-Bay, Revised Plat," made by J. Revell Carr, Surveyor, May, 1927, and recorded among the

Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 82; said lots have a frontage of fifty feet each on Cohasset Avenue.

BEING the identical property which was conveyed to the said William H. Sevier and Estella Sevier, his wife, by Arundel-on-the-Bay Properties, Inc. by deed dated August 25, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 193, folio 35.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said mortgagee, its successors and assigns forever.

PROVIDED, that if the said mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Three Thousand, Ninety-two and 87/100 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 said mortgagors, their heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said mortgagee, its successors or assigns, or George E. Rullman, its Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notices by said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Thirty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Ninety-two and 87/100 Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors and assigns.

WITNESS the hands and seals of said Mortgagors.

Test: William H. Sevier (SEAL)

Granville Lee Meredith Estella Sevier (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 8th day of April, in the year nineteen hundred and thirty-nine before me, the subscriber, a notary public of the State of Maryland, in and for the County aforesaid, personally appeared William H. Sevier and Estella Sevier, his wife, the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared George E. Rullman, the Attorney named in the foregoing mortgage, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and further, that he is the Attorney and Agent of said mortgagee, and is duly authorized to make this affidavit.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Recorded April 8, 1939 at 11 A.M. in J.H.H. No. 199, Fol. 116 &c. Notary Public.

Filed Jany. 13" 1944.

STATEMENT OF MORTGAGE DEBT. Mortgage Note

$3,092.87 April 8th, 1939

Seven years after date we promise to pay to the order of COUNTY TRUST COMPANY OF MARYLAND

Three Thousand, Ninety-two and 87/100 Dollars Payable $36.82 monthly. Secured by F.H.A. note of even date, for like amount and like terms.

Value received, William H. Sevier

Estella Sevier

William H. Sevier and
Estella Sevier, his wife

To

County Trust Company of Maryland

To Amount of mortgage loan with interest

to February 8, 1944 $1,124.50

D. J. Thompson, Assistant Cashier.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this 13th day of January, in the year 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared D. J. Thompson, Assistant Cashier of the County Trust Company of Maryland, and made oath in due form of law that the matters and facts set forth in the foregoing Statement of Mortgage Debt are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Granville Lee Meredith

Notary Public.

Filed Jany. 13" 1944.

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 County Trust Company of Maryland, the Mortgagee in the above entitled case, and makes this affidavit on its behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act 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 service of the United States, 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 13th day of January, 1944.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

Filed Jany. 13" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, as principal and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-five Hundred Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this Eighteenth day of January, in the year of our Lord, Nineteen Hundred, Forty-four.

WHEREAS, the above bounden George E. Rullman, by virtue of the power contained in a mortgage from William H. Sevier and Estella Sevier, his wife, to County Trust Company of Maryland, bearing date the 8th day of April, 1939, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 199, Folio 116 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

IN TESTIMONY WHEREOF, the above bounden George E. Rullman has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, sealed and delivered George E. Rullman (SEAL

in the Presence of (CORPORATE SEAL) NATIONAL SURETY CORPORATION

Granville L. Meredith By Wm. M. Murphy, Attorney in fact.

As to Surety Rose M. Bausch

Filed Jany. 20" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of William H. Sevier and Wife. No. 8590 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, Attorney named in Mortgage, filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from William H. Sevier and Estella Sevier, his wife, dated April 8, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 199, folio 116, to make sale of the

property therein described in case of default, and default having been made thereunder, the said George E. Rullman, Attorney named in Mortgage, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper published in Anne Arundel County, and by 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, February 8, 1944, at 11:00 o'clock, A.M., and then and there sold the said property to Jack Gottlieb, at and for the sum of TWENTY-ONE HUNDRED AND TWENTY-FIVE DOLLARS ($2125.00), he being then and there the highest bid therefor; said property being described as follows:

ALL those two lots or parcels of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, said lots being known and designated as lots "K" and "L", of Block Twenty (20), according to a plat entitled "Arundel-on-the-Bay, Revised Plat," made by J. Revell Carr, Surveyor, May, 1927, and recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 3, folio 82, said lots having a frontage of fifty feet each on Cohasset Avenue.

BEING the identical property which was conveyed to the said William H. Sevier and Estella Sevier, his wife, by Arundel-on-the-Bay Properties, Inc., by deed dated August 25, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 193, folio 35.

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

"TERMS OF SALE:- A deposit of $300 will be required of the purchaser on day of sale, and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to the day of sale."

Respectfully submitted,

George E. Rullman,

Attorney named in Mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this Eighth day of February, 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, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth, and that the said sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Granville Lee Meredith.

Notary Public.

Advertisement of Sale.

George W. Scible, Auctioneer. ATTORNEY'S SALE OF VALUABLE ALL-YEAR RESIDENTIAL PROPERTY Improved by a one-story frame cottage, located on Cohasset Avenue, at Arundel-on-the-Bay,

in the Second Election District of Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from William H. Sevier and Estella Sevier, his wife, dated April 8, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 199, folio 116, the undersigned, the attorney named in said mortgage, will offer for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, Feb. 8th, 1944 at 11:00 o'clock A.M. the following described property:

All those two lots or parcels of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, said lots being known and designated as Lots "K" and "L", of Block Twenty (20), according to a plat entitled "Arundel-on-the-Bay, Revised Plat", made by J. Revell Carr, Surveyor, May, 1927, and recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 3, folio 82, said lots having a frontage of fifty feet each on Cohasset Avenue.

Being the identical property which was conveyed to the said William H. Sevier and Estella Sevier, his wife, by Arundel-on-the-Bay Properties, Inc., by deed dated August 25, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 193, folio 35.

TERMS OF SALE: A deposit of $300 will be required of the purchaser on day of sale, and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to the day of sale.

George E. Rullman,
Lee Building, Annapolis, Maryland.

Filed Feby. 8" 1944

CERTIFICATE OF PUBLICATION

Annapolis, Md.,March 10, 1944

We hereby certify, that the annexed Attorney's Sale was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of February, 1944. The first insertion being made the 14th day of January, 1944.

THE CAPITAL-GAZETTE PRESS, INC.
By B. Bryan

Filed March 13" 1944

I hereby certify that I have this 8th day of February, 1944, purchased the within described property from George E. Rullman, Attorney-named in Mortgage, at and for the sum of Twenty-one Hundred, Twenty-five Dollars ($2125.00), and I hereby agree to comply with the Terms of Sale, as set forth on the within handbill.

Witness: Granville Lee Meredith Jack Gottlieb (SEAL)

I hereby certify that I sold the within described property to Jack Gottlieb at and for the sum of Twenty-one Hundred, Twenty-five Dollars ($2125.00), at Attorney's Sale this 8th day of February, 1944, and I further certify that the sale was fairly made.

Geo. W. Scible, Auctioneer.

ORDER NISI.

ORDERED this 8th day of February, in the year 1944, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Attorney, be ratified and confirmed unless cause to the contrary be shown on or before the 11th., 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 11th., day of March next.

The report states the amount of sales to be $2125.00.

John H. Hopkins, 3rd., Clerk.

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 10, 1944.

We hereby certify, that the annexed Order Nisi - Equity 8590 - Wm. H. Sevier was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of March, 1944. The first insertion being made the 9th day of February, 1944.

THE CAPITAL-GAZETTE PRESS, INC,

By B. Bryan

Filed March 13" 1944.

ORDERED by the Court, this 14th day of March, 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 that the Attorney be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin, Judge.

Filed March 14" 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 William H. Sevier and Wife in ac. with George E. Rullman, Attorney named in Mortgage

| | | |
|---|---|---|
| To Attorney for Fee | $ 30.00 | $ |
| To Attorney for Commissions | 97.09 | 127.09 |
| 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: | | |
| Capital-Gazette Press - advertising sale | 22.50 | |
| Capital-Gazette Press - handbills | 5.50 | |
| Capital-Gazette Press - Order nisi on Sale | 5.00 | |
| Capital-Gazette Press - Order Nisi on Auditor's Acct. | 5.00 | |
| George W. Scible - auctioneer | 16.00 | |
| National Surety Corporation - bond premium | 10.00 | |
| Granville L. Meredith - notary fees | 1.50 | |

| | | |
|---|---|---|
| To One-half Federal Revenue stamps | $ 1.37 | |
| One-half State revenue stamps | 1.10 | $ 67.97 |
| To Attorney for Taxes, viz: | | |
| 1943 State and County taxes | 65.75 | |
| 1944 State and County taxes ($61.88-adj.) | 6.52 | 72.27 |
| To County Trust Company of Maryland, mortgagee - in full for claim filed | | 1,124.50 |
| To William H. Sevier and Estella Sevier, his wife, mortgagors - this balance | | 706.83 |
| | | $2,136.41 |

| | | |
|---|---|---|
| Cr. Feb. 8, 1944 | Proceeds of Sale | $2,125.00 |
| | Interest on deferred payment to 3/15/44 | 11.41 |
| | | $2,136.41 |

ORDER NISI.

ORDERED, This 24th. 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 25th 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 25th., day of April next.

John H. Hopkins, 3rd., Clerk.

Filed March 24" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., April 26, 1944

We hereby certify, that the annexed Order Nisi - William H. Sevier - Equity 8590 was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of April, 1944. The first insertion being made the 25th day of March, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

Filed April 27" 1944 By Lillie L. French

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 27th 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark, Judge.

Filed April 27" 1944.

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| In the Matter of the Adoption | : | No. 8671 Equity. |
| of | : | In the Circuit Court for |
| William Alfred Turner and Edna Mae Turner | : | Anne Arundel County |

PETITION, PETITIONER'S EXHIBITS A, B AND C AND DECREE OF ADOPTION.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Otis Ray Hitt, of Crownsville, Anne Arundel County, Maryland, re-

spectfully shows unto your Honor:

ONE: That your Petitioner and Stella Sisk Turner Hitt were married on the 20th day of June,1937, in Washington, District of Columbia, and reside together at Crownsville, Anne Arundel County, Maryland.

TWO: That the said Otis Ray Hitt is a farmer, laborer and mechanic, and his wife, Stella Sisk Turner Hitt, manages and operates his home.

THREE: That there was born to your Petitioner's Wife, as a result of a former marriage, two infant children, namely, William Alfred Turner, born on April 7th, 1929 at Culpepper County, Virginia, and Edna Mae Turner, born on April 12th, 1930, at Culpepper County, Virginia; and that their Father, Raymond Alfred Turner, departed his life during the Month of April, 1936 in Culpepper County, Virginia; that since your Petitioner has married the Mother of the said infant children, they have resided with your Petitioner and their Mother and have assumed and made use of your Petitioner's last name, and your Petitioner has maintained a comfortable home for them at Crownsville, Anne Arundel County, Maryland, and has properly maintained, reared, and educated the said infant children, and that your Petitioner desires to adopt as his children, the said infants, William Alfred Turner and Edna Mae Turner, in accordance with the provisions of the Code of Public General Laws of Maryland, (1939) Article 16, Section 78; and respectfully avers, alleges and shows that he maintains a modern and comfortable home at his residence aforesaid, and that he is willing to provide for the proper care, maintenance and rearing of the said infant children.

And your Petitioner further alleges that the Mother of said Infant, Stella Sisk Turner Hitt, is willing to have this Honorable Court pass a decree of adoption in the premises whereby her said infant children, William Alfred Turner and Edna Mae Turner, shall become the adopted children of your Petitioner, and in proof thereof, your Petitioner attaches hereto as a part hereof the written consent of the said Stella Sisk Turner Hitt, showing her willingness to have her children so adopted by your Petitioner, which is marked "Petitioner's Exhibit A".

FOUR: That your Petitioner believes, and therefore, avers, that it will be for the best interest and welfare of the said infant children that they be so adopted by your Petitioner, and that their well-being, comfort and happiness will be properly promoted_such adoption; and your Petitioner files herewith as a further part hereof, written statements of Gustave H. Faubert, M.D. and Catherine C. Faubert, citizens of Anne Arundel County, Maryland, in support of this petition, showing that your Petitioner is a fit person to become the adopting parent of the said infants, which statements are marked "Petitioner's Exhibit B" and_Petitioner's Exhibit C", respectively.

Your Petitioner, therefore, respectfully prays:

(1) That a decree may be passed by this Honorable Court, declaring the said infant children, William Alfred Turner and Edna Mae Turner, to be the adopted children of your Petitioner, Otis Ray Hitt, in accordance with the laws of the State of Maryland, and that the names of the said infant children be changed to that of your Petitioners, and that they be hereafter known as William Alfred Hitt and Edna Mae Hitt.

(2) That your Petitioner may have such other and further relief as his cause and Equity may require.

Louis M. Strauss
Solicitor for Petitioner

Otis Ray Hitt,
Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 7th day of August,1944, before me, the subscriber, a Notary Public of the State of Maryland, County aforesaid, personally appeared Otis Ray Hitt, the within Petitioner, and made oath in due form of law that the matters and facts set out and alleged in said Petition are true, as therein stated, to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Rose Marie Reich
Notary Public.

PETITIONEER'S EXHIBIT A

THIS CONSENT, executed this 7th day of August, 1944, by and between Stella Sisk Turner Hitt, of Crownsville, Anne Arundel County, Maryland, party of the first part,and Otis Ray Hitt, party of the second part.

WITNESSETH, that whereas, I am and I do hereby certify that I am the natural mother of William Alfred Turner, born April 7th, 1929 at Culpepper County, Virginia, and Edna Mae Turner, born April 12th, 1930 at Culpepper County, Virginia, and whereas I am willing, and hereby voluntarily declare my assent to the adoption of my said children, William Alfred Turner and Edna Mae Turner, aforesaid by Otis Ray Hitt, and I do further authorize and give my consent to any Court of Competent Jurisdiction wherein and in any District or County or State where the said Otis Ray Hitt may reside, to pass a decree of adoption, declaring the said William Alfred Turner and Edna Mae Turner to be the legally adopted son and daughter of Otis Ray Hitt, and further consent that the aforesaid decree provide a change of name of the said William Alfred Turner and Edna Mae Turner, and the party of the first part certified that their Father, Raymond Alfred Turner, departed his life during the Month of April, 1936 in Culpepper County, Virginia.

AS WITNESS my hand and seal this day and date first above written.

WITNESS: Rose Marie Reich

Stella Sisk Turner Hitt (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 7th day of August, 1944, before me, the subscriber, a Notary Public of the State of Maryland, County aforesaid, personally appeared Stella Sisk Turner Hitt, party to the above consent, and acknowledged the same to be her act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Rose Marie Reich
Notary Public.

TO WHOM IT MAY CONCERN.

I, Gustave H. Faubert, of Anne Arundel County, Maryland, do hereby certify, that I have personally known Otis Ray Hitt for 10 years, and I have had occasion to observe the manner in which he conducts his home and his social environment and that I certify that he is of good character and excellent reputation, and that he maintains a clean and comfortable home at Crownsville, Anne Arundel County, Maryland, and that he enjoys the so-

cial respect of the community in which he resides; that Otis Ray Hitt is a farmer, laborer and mechanic, and Stella Sisk Turner Hitt, his wife, operates and manages his home, and that any children that would become a member of his household would enjoy and benefit from the operation of such a household and environment.

WITNESS: Louis M. Strauss Gustave H. Faubert M.D.

PETITIONER'S EXHIBIT B

TO WHOM IT MAY CONCERN.

I, Catherine C. Faubert, of Anne Arundel County, Maryland, do hereby certify that I have personally known Otis Ray Hitt for 10 years, and I have had occasion to observe the manner in which he conducts his home and his social environment and that I certify that he is of good character and excellent reputation, and that he maintains a clean and comfortable home at Crownsville, Anne Arundel County, Maryland, and that he enjoys the so-- cial respect of the community in which he resides; that Otis Ray Hitt is a farmer, laborer and mechanic, and Stella Sisk Turner Hitt, his wife, operates and manages his home, and that any children that would become a member of his household would enjoy and benefit from the operation of such a household and environment.

WITNESS: Louis M. Strauss Catherine C. Faubert

PETITIONER'S EXHIBIT C

Filed August 7" 1944

DECREE OF ADOPTION.

Otis Ray Hitt, of Anne Arundel County, State of Maryland, having filed his Petition in this Court, praying that a decree be passed therein and herein, declaring William Alfred Turner and Edna Mae Turner, infants, to be his adopted children, in accordance with the provisions of the Laws of the State of Maryland; the natural mother of the said infant having expressed her willingness to and desire for such adoption and it appearing to the Court that the best interest and welfare of the said William Alfred Turner and Edna Mae Turner, infants, will be promoted by such adoption.

IT IS THEREUPON, this 16th day of August, 1944, by the Circuit Court for Anne Arundel County, in Equity, and by the authority thereof, ADJUDGED, ORDERED AND DECREED, that William Alfred Turner and Edna Mae Turner, infant children of Stella Sisk Turner Hitt, be and they are hereby declared to be the adopted children of Otis Ray Hitt; and it is further ADJUDGED, ORDERED AND DECREED, by the authority aforesaid, that the names of the said infant children be hereby changed from William Alfred Turner to William Alfred Hitt, and Edna Mae Turner to Edna Mae Hitt, and it is further ORDERED that the Petitioner pay the costs of these proceedings.

Ridgely P. Melvin, A.J.

Filed August 16" 1944.

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| In the Matter of the Adoption | : | No. 8771 Equity |
| of | : | In the Circuit Court for |
| Susan Sharp, an infant. | : | Anne Arundel County |

Petition for adoption and order of Court thereon

To the Honorable, the Judge of said Court:

The petition of Thurlow W. Davison and Margaret M. Davison, his wife, respectfully shows:

1. That upon the 29th day of July, in the year 1944, there was born at the United States Naval Hospital in Annapolis, Maryland, a child Susan Sharp, the illegitimate daughter of one Edna Sharp.

2. That the said Edna Sharp is desirous of disposing of the said child provided the said baby receives a good home.

3. That Thurlow W. Davison is a citizen of the United States, of the white race, who was born at New Hope, Pennsylvania, on January 4th, 1906, and whose occupation is a commander in the United States Navy and his wife's maiden name was Margaret McOmie who likewise is of the white race and who was born at Payette, Idaho, on April 20th, 1906, your petitioners having been married at Reno, Nevada, on the 8th day of February, 1936.

4. That since their said marriage the Almighty God has not seen fit in His wisdom to bestow them with any offspring and as a result thereof your Petitioners are eager and anxious to adopt the aforesaid infant child and claim her as their own.

5. That your Petitioners are reputable citizens of the United States and have never been convicted of any crime and have the means wherewith to raise the said child in a station in life greater than that which it would have were this Court not to permit the adoption.

6. That your Petitioners believe and therefore aver that it would be for the best interest for all parties concerned that this adoption be granted without the publicity usually attached to an order of publication.

To the end, therefore:

1. That the said Susan Sharp be declared to be the adopted infant daughter of your Petitioners.

2. That the birth records may be made to correspond with this adoption proceedings.

3. That the name of the said infant child be changed by decree of this Court from Susan Sharp to Susan Davison.

4. That your Petitioners may have such other and further relief as their case may require.

And as in duty bound, etc.

George B. Woelfel
Solicitor for Petitioners

Thurlow W. Davison
Margaret M. Davison
Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 5th day of August, in the year 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Thurlow W. Davison and Margaret M. Davison, his wife, who made oath in due form of law that the matters and facts stated in the aforegoing petition for adoption are true to the best of their knowledge and belief.

Witness my hand and seal Notarial.

(NOTARIAL SEAL)

Mary M. Hoff
Notary Public.

I, Edna Sharp, do hereby certify that I am the mother of the illegitimate child Susan Sharp who was born on the 29th day of July, 1944, at the United States Naval

Hospital in the City of Annapolis, Maryland, and by affixing my signature hereto I do hereby consent to give all my right, title, interest and estate in the said infant child to the petitioners named therein.

Edna Sharp

Filed August 12" 1944

ORDER OF COURT

Upon the aforegoing petition, affidavit and consent it is this 16th day of August, 1944, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that Susan Sharp be and she is hereby declared to be the adopted child of the petitioners Thurlow W. Davison and Margaret M. Davison, his wife, with all the rights and privileges afforded said child by the laws of the State of Maryland and by its statute in such cases made and provided.

And it is further ADJUDGED, ORDERED and DECREED by the authority aforesaid that the name of the said infant Susan Sharp who was born on the 29th day of July last be and the same is hereby changed to Susan Davison.

And it is further ORDERED that the Petitioners pay the costs of these proceedings.

Ridgely P. Melvin, Judge.

Filed August 16" 1944.

I, Chaplin William Thomas of the United States Navy, do hereby certify that I have known the applicants and petitioners, to wit: Thurlow Davison and Margaret Davison, his wife, for a period of eight years and that during that time I have had an opportunity to observe the demeanor of the parties and I can verily state that Thurlow Davison and Margaret Davison, his wife, are of good character and are religious in their belief and in all probability will bring up the said child in the fear of God and that the said Court, in my judgment, will not err in granting the relief prayed in the petition by awarding the child to the Petitioners,

William N. Thomas

I, Allan Westcott, professor of English and History at the United States Naval Academy, do hereby certify that I have known the applicants and petitioners Thurlow Davison and Margaret Davison, his wife, for a period of seven or eight years and that during that time I have had numerous opportunities to observe their demeanor and I can truthfully state to the Court that both of the Petitioners are people of the highest integrity and that, in my judgment, they would make good foster parents for the infant.

Allan Westcott.

Filed Aug. 16" 1944.

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| IN RE: ADOPTION OF | : | No. 8772 Equity |
| WILLIAM BARR | : | In the Circuit Court for |
| | : | Anne Arundel County. |

PETITION FOR ADOPTION.

The petition of Frank S. Lloyd and Eleanor D. Lloyd respectfully shows to the Court as follows:

1. Petitioners are citizens of the United States and of the State of Maryland, and are husband and wife; they were married on the 25th day of January, 1942, in the District

of Columbia.

2. Petitioners have lived and resided in the State of Maryland at Finns Lane, Lanham, Prince George's County, Maryland, from January 1942 to October 1943, and at Fair Haven Cliffs, Fair Haven, Anne Arundel County, Maryland, from October 1943 to the present time. Petitioners own the house in which they reside.

3. Petitioner Frank S. Lloyd from January 1942 to the present time has been in the employ of the Federal Security Agency in the District of Columbia. The title of his position is Executive Director, U. S. Committee on Physical Fitness, and his salary is $6,500 per annum. His duties are the organization and promotion of a national program for physical fitness. His work when not in Government service has been principally as professor of education, and at the conclusion of his present employment he is assured of an income larger than he now receives in Government employment. The petitioner Eleanor D. Lloyd is not employed.

4. The petitioners desire to adopt the infant male child born out of wedlock to Dorothy Frances Barr on the 18th day of June 1944 in Washington, D. C. The consent of the said mother to the adoption of the said child is attached hereto. Petitioners are not now the parents, either natural or by adoption of any children, except that petitioner Frank S. Lloyd by previous marriage has one male child, whose name is Judson Lloyd, whose age is 9 years, who resides with petitioners, and whose mother, Julia Lloyd, is deceased. The ages of petitioners are forty-five and thirty-four years respectively.

5. The petitioners and said infant child are all of the white Caucasian race.

6. The said child has been in the custody of petitioners at Fair Haven Cliffs,Fair Haven, Maryland, since to wit the 26th day of June 1944. Petitioners have become attached to said child.

7. Petitioners own real property as follows: Said residence at Fair Haven Cliffs, Fair Haven, Maryland, valued by them at $3,500, and a dwelling house at 109 Hamilton Avenue, Rochelle Park, New York, which they value at $14,000. Said infant child owns no property.

8. Petitioners desire that the name of said infant child be changed to William Frank Lloyd.

WHEREFORE, petitioners respectfully pray:

1. That a decree be passed herein declaring the said child as the adopted child of petitioners.

2. That the name of the child be changed to William Frank Lloyd.

3. And for such other and further relief as to the Court may seem meet and just.

Renah F. Camalier
1366 National Press Building
Washington, D. C.
William C. Shipley
6207 - 20th Avenue
Hyattsville, Maryland , Attorneys for Petitioners

Frank S. Lloyd
Eleanor D. Lloyd.

STATE OF MARYLAND: COUNTY OF ANNE ARUNDEL: ss:

I HEREBY CERTIFY, that on this 11 day of August, 1944, before me, the subscriber, a notary public of County of Anne Arundel, State of Maryland, aforesaid, personally ap-

peared Frank S. Lloyd and Eleanor D. Lloyd, his wife, the petitioners in the foregoing petition, and severally made oath in due form of law that the matters and facts stated by them in the foregoing petition are true to the best of their knowledge, information and belief.

As witness my hand and notarial seal the day and year last hereinbefore written.

(NOTARIAL SEAL) Owen W. Sears

Notary Public.

Filed August 14, 1944.

CONSENT TO ADOPTION.

I, Dorothy Frances Barr, the mother of a male child, born on the 18th day of June, 1944, out of wedlock, do hereby consent that said child be adopted by Frank S. Lloyd and Eleanor D. Lloyd, husband and wife, that I be freed from all obligation towards it and all right to the care and custody of the said child, that full and absolute control of said child be given to said Frank S. Lloyd and Eleanor D. Lloyd, and I do hereby relinquish all my right and claim to said child.

It is the purpose of Frank S. Lloyd and Eleanor D. Lloyd to take said child into their home and at such time as may be determined by them to have a formal adoption of same. The child has not yet been named and I consent upon such formal adoption that the child be given such name as they determine upon, with the family name of the adopting parents. I further-conent that any blanks left in this paper be suitably filled in by said adopting parents.

Signed and sealed by me this 26th day of June, 1944.

Witness: Charles A. Barr Dorothy Frances Barr (SEAL)

STATE OF MARYLAND COUNTY OF PRINCE GEORGE'S ss.

I HEREBY CERTIFY, that on this 26th day of June, 1944, before me, the subscriber, a notary public of COUNTY OF PRINCE GEORGE'S STATE OF MARYLAND, aforesaid, personally appeared Dorothy Frances Barr, and acknowledged the foregoing consent to adoption to be her act and deed.

As witness my hand the day and year last hereinbefore written.

(NOTARIAL SEAL) Paul D. Johnson

My Commission Expires: May 7, 1945. Notary Public

Filed August 14" 1944

DECREE FOR ADOPTION Aug. 16, 1944

Frank S. Lloyd and Eleanor D. Lloyd of Anne Arundel County, State of Maryland, have filed their Petition in this Court, praying that a decree be passed therein and herein, declaring William Barr to be their adopted son, in accordance with the provisions of the Laws of the State of Maryland; the natural mother of the said infant having expressed her willingness to and desire for such adoption and it appearing to the Court that the best interests and welfare of the said William Barr, infant, will be promoted by such adoption.

IT IS THEREUPON, this 16th day of August, 1944, by the Circuit Court for Anne Arundel County, in Equity, and by the authority thereof, ADJUDGED, ORDERED AND DECREED that William Barr, infant child of Dorothy Frances Barr, be and he is hereby declared to be

the adopted child of Frank S. Lloyd and Eleanor D. Lloyd, his wife; and it is further ADJUDGED, ORDERED AND DECREED, by the authority aforesaid, that the name of the said infant child be hereby changed from William Barr to William Frank Lloyd, and it is further ORDERED that the Petitioners pay the costs of these proceedings.

Ridgely P. Melvin, Judge.

Filed Aug. 16" 1944.

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| EXPARTE: | : | No. 8775 Equity |
| Dorothy Beatrice Futterman, Eleanor May | : | In the Circuit Court for |
| Futterman and Jacqueline Henrietta | : | Anne Arundel County. |
| Futterman, all infants. | : | |

PETITION, AFFIDAVIT & ORDER.

TO THE HONORABLE, THE JUDGE OF SAID COURT.

THE PETITION of William B. Jones and Josephine Jones, his wife respectfully represent:

1. THAT Dorothy B. Futterman, age 8 years, Eleanor M. Futterman, age 7 years and Jacqueline H. Futterman, age 6 years, are the infants daughters of Josephine Futterman Jones, now intermarried with William B. Jones, all residing in Glen Burnie, Anne Arundel County, Maryland. Father of said infants is deceased.

2. THAT in order to further unite the above into one family it is deemed advisable to request this Honorable Court to grant unto Your Petitioners the legal adoption and change of names of said infants.

3. THAT Your Petitioner William B. Jones alleges that he loves these children and will support and educate them according to his station in life.

4. THAT Your Petitioners joins herein for the purpose of assenting to a Decree granting the adoption and change of names of said infants.

WHEREFORE, YOUR PETITIONERS pray this Honorable Court to pass a Decree declaring the said infants to be the legally adopted children of the said William B. Jones and Josephine Jones; and that their names be changed to DOROTHY BEATRICE JONES, ELEANOR MAY JONES and JACQUELINE HENRIETTA JONES, respectively.

AND as in duty bound, etc.

William B. Jones. Robert E. Kindred, Solicitor.

Josephine Jones, Petitioners

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 14th day of August, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William B. Jones and Josephine Jones, his wife, and made oath in due form of law that the matters and facts set forth in the within Petition, are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Viola Kindred

Notary Public

Filed Aug. 15" 1944.

ORDER

UPON CONSIDERATION OF THE AFOREGOING PETITION: IT IS THEREUPON this 22nd day of

August, 1944, and by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, ADJUDGED, ORDERED and DECREED, that Dorothy Beatrice Futterman, Eleanor May Futterman and Jacqueline Henrietta Futterman, be and they are declared to be the legally adopted children of WILLIAM B. JONES and JOSEPHINE JONES, his wife, as prayed in said Petition, and that the names of the said infants are hereby changed to DOROTHY BEATRICE JONES, ELEANOR MAY JONES and JACQUELINE HENRIETTA JONES.

AND that the said Petitioners pay the costs of these proceedings.

Ridgely P. Melvin, Judge.

Filed Aug. 22" 1944.

CERTIFICATE

WE, THE UNDERSIGNED, residents of Anne Arundel County, State of Maryland, do hereby certify, that we are personally acquainted with William B. Jones, Petitioner, now residing at No. 400 Light Street Road, in Glen Burnie, Maryland; and have been informed as to the nature of the proceeding filed in No. 8775 Equity, Circuit Court for Anne Arundel County.

WE state without hesitation or mental reservation, that the said William B. Jones has a very good reputation in his community, is honest, industrious and is capable and will support and educate the children of Josephine Futterman Jones according to his station in life, and further we believe the granting of a Decree for the legal adoption and change of names of said children as prayed will be for their benefit and advantage.

Josephine Jones — Mrs. Rose M. Swanke

Aug 21 1944 — Mrs. Helen A. Serp

Filed Aug. 22" 1944

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| Ex Parte in the Matter of | : | No. 8777 Equity |
| the Adoption of Nadyne Gayle | : | In the Circuit Court for |
| Elaine Hopkins Infant | : | Anne Arundel County. |

PETITION AND ORDER OF COURT.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of William Benjamin MacCracken II and Myrtle May Hopkins MacCracken, his wife, respectfully represents unto your Honor:

1. That your petitioners are residents of Annapolis, Maryland, the said William Benjamin MacCracken II, being a Lieutenant Commander in the Medical Corps, U. S. Naval Reserve, and now doing duty at the U. S. Naval Hospital, Annapolis, Maryland.

2. That Nadyne Gayle Elaine Hopkins, the infant mentioned in these proceedings, is fourteen years old, having been born on February 9, 1930.

3. That the father of said infant, Eldridge Olice Hopkins and Myrtle May Hopkins MacCracken, the mother of said infant, were divorced in August 1933, and the said father, Eldridge Olice Hopkins, died in January 1943,

4. That the mother of the infant, Myrtle May Hopkins MacCracken, one of the within named petitioners, was married to the petitioner William Benjamin MacCracken II on March 18, 1944.

5. That your petitioner William Benjamin MacCracken II, subsequent to his marriage to your petitioner Myrtle May Hopkins MacCracken, has taken the child into his home; has cared for and maintained her as he would his own child and that a strong bond of love and affection has grown between them and he desires to adopt her; that he is financially able to care for, maintain and support the said infant, and the adoption would be to the best interests and welfare of said infant.

6. That your petitioner Myrtle May Hopkins MacCracken, the mother of said infant, consents to the adoption of her said daughter, as prayed herein, reserving however, to the said Myrtle May Hopkins MacCracken, her natural rights as mother of said infant and the natural rights of the said infant Nadyne Gayle Elaine Hopkins, to its natural mother.

7. That your petitioners desire the name of said infant changed to Nadyne Gayle Elaine MacCracken, and that it would be to the advantage of said infant so to do.

TO THE END THEREFORE:

That this honourable court may pass a decree declaring said infant, Nadyne Gayle Elaine Hopkins, the adopted child of your petitioner William Benjamin MacCracken II.

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

May it please your honor to take such action and pass such orders as may effectuate the desire and intention of your petitioners commensurate with what may seem to your honor for the best interest of said infant child, Nadyne Gayle Elaine Hopkins.

As in duty bound, etc.,

William Benjamin MacCracken II

Myrtle May Hopkins MacCracken

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

I hereby certify that on this 22nd day of August 1944, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William Benjamin MacCracken II and Myrtle May Hopkins MacCracken, and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as herein stated.

Witness my hand and seal notarial.

(NOTARIAL SEAL)

Dorothy Rosenbloom

My Commission expires May 7, 1945.

Notary Public

CONSENT OF PARENT

I, Myrtle May Hopkins MacCracken, mother of Nadyne Gayle Elaine Hopkins, the infant mentioned in this petition, and the wife of William Benjamin MacCracken II, hereby give my consent to the adoption of my daughter, Nadyne Gayle Elaine Hopkins, as prayed herein.

Myrtle May Hopkins MacCracken

Annapolis, Maryland, August 22, 1944.

I hereby certify that I am personally acquainted with William Benjamin MacCracken II a Lieutenant Commander, in the Medical Corps of the U. S. Naval Reserve, and recommend the adoption of the infant as prayed herein, and that I consider him financially able to give the child a good home, and the he is of such moral character that the infant will be properly reared.

Hugh Warren
Commander, (MC), U.S.N.R.

Filed Aug. 24" 1944.

ORDER

This application being submitted and the petition and all the other proceedings being by the Court read and considered,

The Court being satisfied upon careful investigation that the best interests and welfare of the said Nadyne Gayle Elaine Hopkins will be thereby promoted,

IT IS THEREFORE, this 29th day of August in the year nineteen hundred and fourty four, by the undersigned, one of the Judges of this court, and by the authority thereof, ADJUDGED, ORDERED and DECREED THAT the said Nadyne Gayle Elaine Hopkins, be and she is hereby expressly declared the adopted child of the said William Benjamin MacCracken II, with all the rights vouchsafed under the laws of the State of Maryland; and it is further ordered and decreed, that the name of said infant be changed, and is hereby changed, from Nadyne Gayle Elaine Hopkins to Nadyne Gayle Elaine MacCracken, as is prayed in said petition, and that the said petitioner pay the costs of these proceedings, to be taxed by the clerk.

Ridgely P. Melvin, C.J.

Filed Aug. 29" 1944.

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| In re: Adoption of | : | No. 8778 Equity |
| JUDSON FRANK WESTER LLOYD. | : | In the Circuit Court for |
| | : | Anne Arundel County. |

PETITION FOR ADOPTION

The petition of Frank S. Lloyd and Eleanor D. Lloyd respectfully shows to the Court as follows:

1. Petitioners are citizens of the United States and of the State of Maryland, and are husband and wife; they were married on the 25th day of January, 1942, in the District of Columbia.

2. Petitioners have lived and resided in the State of Maryland at Finns Lane, Lanham, Prince George's County, Maryland, from January 1942 to October 1943, and at Fair Haven Cliffs, Fair Haven, Anne Arundel County, Maryland, from October 1943 to the present time. Petitioners own the house in which they reside.

3. Petitioner Frank S. Lloyd from January 1942 to the present time has been in the employ of the Federal Security Agency in the District of Columbia. The title of his position is Executive Director, U. S. Committee on Physical Fitness, and his salary is $6,500 per annum. His duties are the organization and promotion of a national program for physical fitness. His work when not in Government service has been principally as professor of education, and at the conclusion of his present employment he is assured of an income larger than he now receives in Government employment. The petitioner Eleanor D. Lloyd is not employed.

4. Petitioner Frank S. Lloyd, prior to his marriage with petitioner Eleanor D. Lloyd was married on the 24th day of December, 1927, at Brooklyn, County of Kings, State of New York, to Julia L. Wester.

Certificate of said marriage is attached hereto, marked Exhibit A, and prayed to be read as a part hereof. Said Julia L. Wester Lloyd departed this life on the 19th day of December, 1941, at Norwood, County of Bergen, State of New Jersey. Certificate of her death is attached hereto, marked Exhibit B, and prayed to be read as a part hereof.

During the existence of said marriage a male child, the above-named Judson Frank Wester Lloyd, was born on the 22nd day of December, 1934, at New York, State of New York, to said Frank S. Lloyd and said Julia L. Wester Lloyd. The age of said child is 9 years. He resides with petitioners who have only one other child, William Frank Lloyd, whose age is 2 months, who was adopted by these petitioners in Number 8772, Equity, Anne Arundel County, Maryland. Certificate and record of birth of said Judson Frank Wester Lloyd is attached hereto, marked Exhibit C, and prayed to be read as a part hereof. The ages of petitioners are 45 and 34 years, respectively.

5. The petitioners and said infant children are all of the white Caucasian race.

6. The said child Judson Frank Wester Lloyd has been in the custody of petitioners since their marriage, which occurred, to-wit, on the 25th day of January 1942, in the District of Columbia, and is now in their custody at Fair Haven Cliffs, Fair Haven, Maryland, where they have resided since sometime in October, 1943. Petitioner Eleanor D. Lloyd has become attached to said child.

7. Petitioners own real property as follows: Said residence at Fair Haven Cliffs, Fair Haven, Maryland, valued by them at $3,500, and a dwelling house at 109 Hamilton Avenue, Rochelle Park, New York, which they value at $14,000. Said infant child owns no property.

8. Petitioners desire that the name of said infant child be changed to Judson Frank Lloyd.

WHEREFORE, petitioners respectfully pray:

1. That a decree be passed herein declaring the said child as the adopted child of petitioners.

2. That the name of said child be changed to Judson Frank Lloyd.

3. And for such other and further relief as to the Court may seem meet and just.

Renah F. Camalier

1366 National Press Building
Washington, D.C.

William C. Shipley

6207 - 20th Avenue
Hyattsville, Maryland, ATTORNEYS FOR PETITIONERS

Frank S. Lloyd

Eleanor D. Lloyd

Noah A. Hillman, Solicitor.

STATE OF MARYLAND: COUNTY OF ANNE ARUNDEL: ss.

I HEREBY CERTIFY, that on this 24 day of August, 1944, before me, the subscriber, a notary public of County of Anne Arundel, State of Maryland, aforesaid, personally appeared Frank S. Lloyd and Eleanor D. Lloyd, his wife, the petitioners in the foregoing petition, and severally made oath in due form of law that the matters and facts stated by them in the foregoing petition are true to the best of their knowledge, information and belief.

As witness my hand and notarial seal the day and year last hereinbefore written.

(NOTARIAL SEAL)

Owen W. Sears

Notary Public

Filed Aug. 25" 1944.

DECREE FOR ADOPTION Aug. 29, 1944

Frank S. Lloyd and Eleanor D. Lloyd of Anne Arundel County, State of Maryland, have

filed their petition in this Court, praying that a decree be passed therein and herein, declaring Judson Frank Wester Lloyd to be their adopted son in accordance with the provisions of the laws of the State of Maryland; said child being the child of petitioner Frank S. Lloyd by previous marriage, and the mother of the said infant child having died prior to the marriage of petitioners, and it appearing to the Court that the best interests and welfare of the said Judson Frank Wester Lloyd, minor, will be promoted by such adoption.

IT IS THEREFORE, this 29th day of August, 1944, by the Circuit Court for Anne Arundel County, in Equity, and by the authority thereof, ADJUDGED, ORDERED AND DECREED that Judson Frank Wester Lloyd, infant child of petitioner Frank S. Lloyd and Julia L. Wester Lloyd, now deceased, be and he is hereby declared to be the adopted child of Frank S. Lloyd and Eleanor B. Lloyd, his wife; and it is further ADJUDGED, ORDERED AND DECREED, by the authority aforesaid, that the name of the said infant child be hereby changed from Judson Frank Wester Lloyd to Judson Frank Lloyd, and it is further ORDERED that the petitioners pay the costs of these proceedings.

Ridgely P. Melvin, Judge.

Filed Aug. 29" 1944.

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| In the Matter of the Adoption | : | No. 8779 Equity |
| of | : | In the Circuit Court for |
| Joyce Diane Jernigan, an infant. | : | Anne Arundel County. |

PETITION

To the Honorable the Judges of said Court:

The petition of Joseph B. McKee and Ethel E. McKee respectfully states-

First: That your petitioners are married, and live permanently in the development known as Sylvan Shores, in the Second District of Anne Arundel County.

Second: That they have no children, born to them of their union.

Third: That the above named infant child, Joyce Diane Jernigan was born on the 26" day of July 1943 and has been in their custody ever since, and they have become greatly attached to said child and desire to adopt her, your petitioners being financially able to care for and educate said child.

Fourth: That the mother of said child, whose name is Annie Lee Jernigan, lives at 123 Market Street, Annapolis, Maryland and has given her full consent and approval of said adoption, her answer to this petition being herewith filed.

Fifth: That the father of said infant child, whose name is Robert Garland Jernigan, deserted the mother of said child before the child was born and his whereabouts are unknown to his wife.

To the end therefore.

Your petitioners pray the Court to decree that Joyce Diane Jernigan be the legally adopted child of your petitioners Joseph B. McKee and Ethel E. McKee and that the child's name be changed from Joyce Diane Jernigan to Joyce Diane McKee.

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

Respectfully submitted

Eugene P. Childs,
Solicitor for Petitioners

Joseph B. McKee
Ethel E. McKee, Petitioners

ANSWER.

The answer of Annie Lee Jernigan, mother of the infant child Joyce Diane Jernigan, respectfully states:

First: That she has read the petition of Joseph B. McKee and Ethel E. McKee seeking to adopt said child, and finds the statements therein contained to be true.

Second: That she was deserted by her husband Robert Garland Jernigan before the child, Joyce Diane Jernigan, was born, and was befriended and helped by the petitioners before and after the child was born, and the child is now and has been in the custody of the petitioners ever since her birth.

Third: That knowing the petitioners Joseph B. McKee and Ethel E. McKee, your respondent, Annie Lee Jernigan is satisfied that they can and will give the infant child, Joyce Diane Jernigan, opportunities and advantages that your respondent could not give, and your respondent therefore deems it her duty to make secure her childs future, by consenting to the adoption by the petitioners and also to the change of her last name.

Respectfully submitted.

Annie Lee Jernigan,

Respondent

Filed Aug. 30" 1944.

AFFIDAVITS.

To whom it may Concern

This is to certify that the undersigned has been acquainted with Joseph B. McKee and his wife, Ethel E. McKee for 7 years. That they own their own home and are financially capable of raising and educating a child. That they have no children born of their union.

That they are people of a gentle and quiet disposition highly respected in the neighborhood in which they live, and I believe a child will be fortunate to obtain such a home.

Margaret M. Dashiell

J. B. Dashiell

Subscribed and sworn to before me this 22nd day of Sept. in the year 1944.

(NOTARIAL SEAL)

Hazel G. Gant

Notary Public D. C.

Commission Expires Oct. 14, 1946

Filed Sept. 27" 1944.

To Whom it may concern:

This is to certify that I have known Joseph B. McKee and his wife, Ethel E. McKee for a period of six years.

That they are people highly respected in their neighborhood and they are financially able to raise and educate a child.

That they have no children of their own and their home would be a blessing to any child without a home.

Carl S. Riddick, Riva, Md.

Subscribed and sworn to before this 6th day of September in the year 1944.

(NOTARIAL SEAL)

Iola P. Anderson

Notary Public.

Filed Sept. 27" 1944.

DECREE.

The aforegoing petition and answer having been read and considered and it appearing that the best interest and welfare of the infant child Joyce Diane Jernigan will be promoted by her adoption as in said petition prayed.

It is thereupon this 28th day of September 1944 by the Circuit Court for Anne Arundel County, adjudged, ordered and decreed that the infant child Joyce Diane Jernigan be and she is hereby decreed to be the adopted child of Joseph B. McKee and Ethel E. McKee, and shall be entitled to the same rights of inheritance and distribution as to the estate of the petitioners, and to the same rights of protection, education and maintenance as if born to said petitioners in lawful wedlock.

It is further decreed that the name of the infant child Joyce Diane Jernigan be changed to Joyce Diane McKee.

It is further adjudged, ordered and decreed that the petitioners pay the costs of this proceedings.

Ridgely P. Melvin, C.J.

Filed Sept. 28" 1944.

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| EX PARTE | : | No. 8780 Equity |
| IN THE MATTER OF THE ADOPTION OF | : | In the Circuit Court for |
| Joan Barbara Lockard, an Infant. | : | Anne Arundel County. |

PETITION FOR ADOPTION.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Frank Neumann and Ethel Neumann, his wife, an infant, by George Lockard, her father and next friend, respectfully shows unto your Honors:

(1) That the said Frank Neumann and Ethel Neumann, his wife, are residents of Green Haven, Anne Arundel County and have been residents since July, 1943.

(2) That the said Frank Neumann and Ethel Neumann were married at Baltimore, Maryland, on the 20th day of June, 1941.

(3) That on the 27th day of January, 1941, the said Ethel Neumann gave birth to a child, Joan Barbara Lockard, out of wedlock.

(4) That since the marriage of the said Frank Neumann and Ethel Neumann, the said child, Joan Barbara Lockard, has lived with them and the said Frank Neumann has become very much attached to her and has treated her as if she were his own, and has conducted himself as a kind and loving parent in every manner whatsoever.

(5) That the said Frank Neumann will be 22 years of age in September, 1944, and the said Ethel Neumann will be 21 years of age on the 24th day of December, 1944.

(6) That the said Frank Neumann and Ethel Neumann, his wife, are buying their own home at Green Haven, Anne Arundel County, Maryland, where the said child, Joan Barbara Lockard, resides with them; that the said Frank Neumann is steadily employed by the Fairfield Bethelhem Shipyard and earns about fifty-eight ($58.00) dollars per week less certain deductions.

(7) That the said Frank Neumann desires to adopt the said Joan Barbara Lockard so that said child will be the adopted child of the said Frank Neumann as well as the natural child of Ethel Neumann, his wife.

(8) That the best interest and welfare of said child will be promoted by decreeing the said child to be the adopted child of the said Frank Neumann as well as the natural child of Ethel Neumann, his wife.

(9) That there has been filed with this petition the affidavits of Norbert Keller, Green Haven, Anne Arundel County, Maryland, and Mrs. Marie Hofheintz, the aunt of the said Ethel Neumann, also of Green Haven, Anne Arundel County, Maryland, as to the type of home the said Frank Neumann and Ethel Neumann, his wife, have made for the said child Joan Barbara Lockard.

TO THE END THEREFORE,

(a) That an order may be passed declaring the said Joan Barbara Lockard to be the adopted child of Frank Neumann as well as the natural child of Ethel Neumann, his wife.

(b) That the name of Joan Barbara Lockard be changed to Joan Barbara Neumann.

(c) And for such other and further relief as the circumstances of the case may require.

And as in duty bound, etc.

Frank Neumann

Ethel Neumann, Petitioners

Ginsberg & Ginsberg

George Lockard, father and

Solicitors for Petitioners

next friend of Ethel Neumann

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 28 day of August, 1944, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Frank Neumann and Ethel Neumann, his wife, and they made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of their knowledge, information and belief.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Steven J. Everd

Notary Public.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 29 day of August, 1944, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared George Lockard, father and next friend of Ethel Neumann, and he made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge, information and belief.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Arthur Buxbaum

Notary Public.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 28th day of August, 1944, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Norbert Keller, and made oath in due form of law that he has known Frank Neumann and Ethel Neumann, his wife, for six years; that he lives on West Shore Road, Green Haven, Anne Arundel County, Maryland; that the said Frank Neumann and Ethel

Neumann, his wife, are buying their own home at Green Haven, Anne Arundel County, Maryland; that Frank Neumann is steadily employed and able to properly provide for and support the infant child, Joan Barbara Lockard; that said Joan Barbara Lockard is now living with the said Frank Neumann and Ethel Neumann, his wife; and has been living with them since their marriage and has been treated by the said Frank Neumann as if she were his own child that the adoption of the said Joan Barbara Lockard will be to the advantage and general welfare of said infant child, Joan Barbara Lockard.

Norbert Keller

As witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Steven J. Everd

Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 28 day of August, 1944, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Marie Hofheintz, and made oath in due form of law that she is the aunt of Ethel Neumann; that she lives in Green Haven, Anne Arundel County, Maryland; that she has known Ethel Neumann all her life and the said Frank Neumann since his marriage to Ethel Neumann; that the said Frank Neumann and Ethel Neumann, his wife, are buying their own home at Green Haven, Anne Arundel County, Maryland; that Frank Neumann is steadily employed and able to properly provide for and support the infant child, Joan Barbara Lockard; that said Joan Barbara Lockard is now living with the said Frank Neumann and Ethel Neumann, his wife, and has been living with them since their marriage and has been treated by the said Frank Neumann as if she were his own child; that the adoption of the said Joan Barbara Lockard by Frank Neumann will be to the advantage and general welfare of said infant child, Joan Barbara Lockard.

Marie Hofheintz

As witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Steven J. Everd

Notary Public.

Filed August 31" 1944.

DECREE FOR ADOPTION.

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

It is thereupon, on this 5th day of September, 1944, by the Circuit Court for Anne Arundel County, Sitting in Equity, ADJUDGED, ORDERED and DECREED, that the infant Joan Barbara Lockard, mentioned in these proceedings be and she is hereby decreed to be the legally adopted child of Frank Neumann of Green Haven, Anne Arundel County, Maryland, as well as the natural child of Ethel Neumann, his wife.

It is further ADJUDGED, ORDERED and DECREED, that the name of Joan Barbara Lockard, infant, be and it is hereby changed from Joan Barbara Lockard to Joan Barbara Neumann, and that Frank Neumann pay the costs of the proceeding to be taxed by the Clerk.

Ridgely P. Melvin, Chief Judge.

Filed Sept. 5" 1944.

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| EX PARTE | : | No. 8781 Equity |
| In the Matter of the Adoption | : | In the Circuit Court for |
| of Sally Beauchamp Becker, an Infant. | : | Anne Arundel County. |

PETITION FOR ADOPTION.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of William A. Smith and Marion M. Smith, his wife, respectfully shows unto your Honors:

(1) That the said William A. Smith and Marion M. Smith, his wife, reside at 407½ Race Street, Troy, Ohio.

(2) That the said William A. Smith and Marion M. Smith, his wife, have been married for about twelve years and have no children of their own; that the said William A. Smith has had two years of college work at Miami University, Oxford, Ohio, and the said Marion M. Smith, his wife, is a graduate of Miami University, Oxford, Ohio; that the said William A. Smith is 32 years of age and Marion M. Smith, his wife, is 34 years of age; that the said William A. Smith is employed as a purchasing agent by the Plastic and Rubber Products, Inc. of Dayton, Ohio, and earns approximately $350.00 a month.

(3) That Barry Becker and Dahlgren Becker, his wife, were married in Annapolis, Maryland, on the 11th day of July, 1942 and on the 21st day of June, 1944, the said Dahlgren Becker gave birth to a child, Sally Beauchamp Becker. That the said Barry Becker is in Military Service and stationed at Fort Dix, New Jersey; that Dahlgren Becker and the infant child, Sally Beauchamp Becker, reside at St. Margarets, Anne Arundel County, Maryland; that the said Dahlgren Becker has resided in St. Margarets, Anne Arundel County, Maryland, since November, 1943.

(4) That the said Barry Becker and Dahlgren Becker, his wife, are not in a position to properly care for and maintain the said infant child, Sally Beauchamp Becker and desire that the said child be adopted by someone who will treat the child properly and give the said child educational and other advantages which the said Barry Becker and Dahlgren Becker, his wife, are unable to give the said child.

(5) That the said William A. Smith and Marion M. Smith, his wife, desire to adopt the said Sally Beauchamp Becker and to treat her as if she were their own and to give her the love of a father and mother and all the advantages of support, maintenance, protection and education and every other advantage which loving parents can give their children.

(6) That the best interest and welfare of the said child, Sally Beauchamp Becker, will be promoted by decreeing the said child to be the adopted child of the said William A. Smith and Marion M. Smith, his wife.

(7) That there has been filed with the petition papers indicating the consent of the said Barry Becker and Dahlgren Becker, his wife, to the passage of a decree for the adoption of said infant child, Sally Beauchamp Becker, by William A. Smith and Marion M. Smith, his wife, and the change of the name of said child from Sally Beauchamp Becker to Bonnie Lynn Smith.

(8) That there has also been filed with the petition the affidavits of Elden J. Miller of Arlington, Virginia, and Mrs. Harold Sutton of Chevy Chase, Maryland, as to

the type of home the said William A. Smith and Marion M. Smith, his wife, can give the child, Sally Beauchamp Becker.

TO THE END THEREFORE:

(a) That an order may be passed declaring the said Sally Beauchamp Becker to be the adopted child of William A. Smith and Marion M. Smith, his wife.

(b) That the name of Sally Beauchamp Becker be changed to Bonnie Lynn Smith.

(c) And for such other and further relief as the circumstances of the case may require.

And as in duty bound, etc.

William A. Smith
Marion M. Smith

Ginsberg & Ginsberg
Solicitor for Petitioners

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I hereby certify that on this 31st day of August, 1944, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William A. Smith and Marion M. Smith, his wife, and they made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of their knowledge, information and belief.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Lee J. Mendelsohn
Notary Public.

I, Barry Becker, father of the infant child, Sally Beauchamp Becker, do hereby consent to the passage of a decree for adoption of said child by William A. Smith and Marion M. Smith, and the change of the name of the said child from Sally Beauchamp Becker to Bonnie Lynn Smith.

Barry Becker

I, Dahlgren Becker, mother of the infant child, Sally Beauchamp Becker, do hereby consent to the passage of a decree for the adoption of said child by William A. Smith and Marion M. Smith, and the change of the name of the said child from Sally Beauchamp Becker to Bonnie Lynn Smith.

Dahlgren Becker.

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, TO WIT:

I hereby certify that on this 30th day of August, 1944, before me the subscriber, a Notary Public of the District of Columbia, in and for the City of Washington aforesaid, personally appeared Elden J. Miller of Arlington, Virginia, and made oath in due form of law that he has known William A. Smith of 407½ Race Street, Troy, Ohio, for the period of 22 years; that he has known Marion M. Smith, the wife of the said William A. Smith for about five years; that the said William A. Smith is employed by the Plastic and Rubber Products, Inc. of Dayton, Ohio, as a purchasing agent at a salary of about $350.00 a month; that William A. Smith and Marion M. Smith, his wife, are fine people and maintain a fine home in Troy, Ohio; that the said William A. Smith is 32 years of age and his wife, Marion M. Smith, is 34 years of age; that they have been married approximately 12 years and have no children of their own; that the adoption of a child by the said William A. Smith and Marion M. Smith, his wife, will be to the advantage and general welfare of the child so adopted as the said William A. Smith and Marion M. Smith, his wife,

can properly provide for and support the said child and are in a position to give a child so adopted a good home and education; that the affiant is a member of the Bar of the District of Columbia and is employed by the Interstate Commerce Commission.

Elden J. Miller

(NOTARIAL SEAL)

As witness my hand and Notarial Seal.

Eugenia W. Suter

Commission expires 4-14-46 Notary Public.

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, TO WIT;

I hereby certify that on this 30th day of August, 1944, before me, the subscriber, a Notary Public of the District of Columbia, in and for the City of Washington, aforesaid, personally appeared Mrs. Harold Sutton of 105 Underwood Street, Chevy Chase, Maryland, and she made oath in due form of law that she has known William A. Smith for ten years; that the said William A. Smith resides at 407½ W. Race Street, Troy, Ohio; that she has known Marion M. Smith, the wife of the said William A. Smith all her life; that Marion M. Smith is a College graduate; that William A. Smith has had two years of College work; that the said William A. Smith is employed by the Plastic and Rubber Products, Inc., of Dayton, Ohio, at a salary of about $350.00 a month; that said William A. Smith and Marion M. Smith, his wife, are fine people and maintain a fine home in Troy, Ohio; that the said William A. Smith is 32 years of age and his wife, Marion M. Smith, is 34 years of age; that they have been married 12 years and have no children of their own; that the adoption of a child by the said William A. Smith and Marion M. Smith, his wife, will be to the advantage and general welfare of the child so adopted as the said William A. Smith and Marion M. Smith, his wife, can properly provide for and support the said child and are in a position to give said child so adopted a good home and education; that the affiant is a housewife; and that the husband of said affiant (Mr. Harold Sutton) is a Professor at George Washington University, Washington, D.C.

Mrs. Harold Sutton

As witness my hand and Notarial Seal.

(NOTARIAL SEAL) Mary M. Pesce

My Commission Expires May 1, 1948 Notary Public,D.C.

Filed Aug. 31" 1944.

DECREE FOR ADOPTION

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

It is thereupon, on this 1st day of September, 1944, by the Circuit Court for Anne Arundel County, Sitting in Equity, ADJUDGED, ORDERED and DECREED, that the infant Sally Beauchamp Becker, mentioned in these proceedings be and she is hereby decreed to be the legally adopted child of William A. Smith and Marion M. Smith, his wife.

It is further ADJUDGED, ORDERED and DECREED, that the name of Sally Beauchamp Becker, infant, be and it is hereby changed from Sally Beauchamp Becker to Bonnie Lynn Smith, and that the Petitioners, William A. Smith and Marion M. Smith, his wife, pay the costs of the proceeding to be taxed by the Clerk.

Ridgely P. Melvin, Chief Judge.

Filed Sept. 1, 1944.

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| MARY LEE BRINTON | : | No. 8787 Equity |
| VS. | : | In the Circuit Court for |
| EARL M. BRINTON et al | : | Anne Arundel County. |

BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Mary Lee Brinton respectfully shows unto your Honors:

First - That a certain John Edward Elm, now deceased, was, at the time of his death, on or about October 7, 1942, seised and possessed of the fee simple property known as #207 Fourth Avenue, in Brooklyn Park, Anne Arundel County, and being and comprising lots NOS. 7 and 8 in Section "U" as shown on the Plat of Brooklyn Park Subdivision NO. 1 of John K. Culver's property, which plat is recorded among the Land Records of Anne Arundel County in Plat Book G.W. NO. 1 folio 127 said lots having a combined frontage of fifty feet on the south side of Fourth Avenue, with an even rectangular depth southerly of one hundred and twenty-five feet to a ten foot alley, which said property was acquired by the said John Edward Elm (therein called John E. Elm) by deed from August Egle and Minnie Egle, his wife, by deed dated September 10, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. NO. 17 folio 8, a certified copy of which deed is filed herewith as Exhibit #1.

Second - That being so seised and possessed of said property, the said John Edward Elm departed this life, and, by his last will and testament, dated October 27, 1941, and now of record in the Office of the Register of Wills for Anne Arundel County in Wills Liber R.G.P. NO. 1 folio 365, he devised his real estate, known as #207 Fourth Avenue, Brooklyn Park, Maryland, to Mary Lee Egle for her natural life, "with the right to use and enjoy in any manner she may deem proper, and she shall be entitled to the income from said property and, she shall pay all taxes, benefit assessments, public dues and keep the property insured against fire in an amount which would be reasonable and fair, and after the death of the said Mary Lee Egle," he devised the said real estate to the heirs of the said Mary Lee Egle, in fee simple, forever, a copy of which said will is filed herewith as Exhibit #2.

Third - That the said Mary Lee Egle has intermarried with Earl M. Brinton, and they have no children or descendants as a result of said marriage, but the father and mother of Mary Lee Brinton are living, viz. August Egle and Minna Egle, and all four of said persons are adults, and are residents of Anne Arundel County, and the said Earl M. Brinton, August Egle and Minna Egle are the only persons, at this time, who have any interest in said property by way of remainder after the life estate now in Mary Lee Brinton.

Fourth - That your complainant does not occupy said property as a home, and the improvements are deteriorating in value, and your complainant believes that a sale of said property at this time, on the present inflated real estate market, will be advantageous to all the parties concerned.

Fifth - That your petitioner, together with her husband, for themselves, and for the other persons interested in said property, have entered into a contract to lease said property for a term of ninety-nine years, renewable forever, subject to the payment of the annual rent of sixty dollars, to Maxwell Peddle and Ruth M. Peddle, his wife, for

the sum of forty-two hundred and fifty dollars, of which sum four hundred dollars has been paid, and the balance is to be paid after the ratification of said lease by this Court, a copy of said contract of sale is filed herewith as Exhibit #3.

Sixth - That your complainant, together with her husband, for themselves, and for the other persons interested in said property, have entered into a contract of sale for the reversion in fee and annual rent of sixty dollars to be created upon said property by said lease to Frankie Wilson, for the sum of one thousand dollars, of which sum one hundred dollars has been paid and the balance is to be paid after the ratification of said sale by this Court, a copy of said contract of sale is filed herewith as Exhibit #4.

Seventh - That the property above mentioned is subject to a mortgage from John E. Elm to the Home Owners' Loan Corporation, dated May 7, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. NO. 124 folio 524, made to secure the repayment of the sum of forty-eight hundred and eighty dollars and eighty-three cents, a copy of which said mortgage is filed herewith as Exhibit #5, and all payments due under said mortgage from May 1, 1942 to date, and all payments due to October 1, 1944, have been or will be paid by your complainant, which will amount to a total of one thousand three hundred and seven dollars and fifty cents, from which sum should be deducted the sum of forty-eight dollars for insurance, as per statement attached and filed herewith as Exhibit #6, leaving a balance to which your complainant is entitled from the proceeds of sale of twelve hundred and fifty-nine dollars and fifty cents, which said sum your complainant prays to be allowed in the auditor's account to be filed.

Eighth - That the leasehold and reversionary interests in the property above mentioned were sold for the largest amount obtainable, subject to a commission of five per cent, for said sales, and the aforesaid sales, for the amounts specified, are decidedly to the interest and advantage of all parties concerned, and the proceeds of sale should be brought into this Court and reinvested for the benefit of the parties entitled thereto.

Wherefore your complainant prays

1 - That the real estate above mentioned may be sold and conveyed, and that the contracts of sale of the leasehold and reversionary interests in said property be ratified and confirmed, and that a trustee may be appointed to execute a lease creating an annual rent of sixty dollars upon said property to the purchaser of the leasehold interest in said property, and to execute a deed to the purchaser of the reversionary interest in said property, in compliance with said contracts of sale.

2 - That upon payment of the purchase money of the leasehold and reversionary interests in said property to the said trustee to be appointed, he shall bring same into this Court to be reinvested for the benefit of the persons entitled thereto under the terms of the will above referred to.

3 - That your complainant may have such other and further relief as her case may require.

May it please Your Honors to grant unto your complaintant the writ of subpoena directed to the said Earl M. Brinton, August Egle, Minna Egle, his wife, Maxwell Peddle

and Ruth M. Peddle, his wife, all of Glen Burnie, Anne Arundel County, State of Maryland, and Frankie Wilson of Baltimore City, State of Maryland, commanding them to be and appear in this Court at some certain day to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Paul J. Wilkinson
Solicitor for Complainant.

Mary Lee Brinton
Complainant.

STATE OF MARYLAND ANNE ARUNDEL COUNTY SCT

I HEREBY CERTIFY That on this 5th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MARY LEE BRINTON, and made oath in due form of law that the matters and facts stated in the aforegoing bill of complaint are true to the best of her knowledge and belief.

WITNESS my hand and notarial seal.

(NOTARIAL SEAL)

Viola Kindred
Notary Public.

Filed Sept. 14" 1944.

PLAINTIFFS' EXHIBIT No. 1.

THIS DEED, Made this 10th day of September in the year one thousand nine hundred and twenty-five by and between August Egle and Minnie Egle, his wife, of Anne Arundel County, State of Maryland, parties of the first part and John E. Elm of the same place, party of the second part.

WITNESSETH, that in consideration of the sum of five dollars and other valuable considerations, this day paid, the receipt whereof is hereby acknowledged the said parties of the first part do hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, all those two lots of ground situate in Anne Arundel Co., in the State of Maryland, and described as follows that is to say:

DESIGNATED as as Lots Nos 7 and 8 in Section "U" as shown on the plat of Brooklyn Park sub-division No. 1 of John K. Culver's property, said lots having a combined frontage of Fifty feet on the south side of Fourth Avenue, with an even rectangular depth southward of one hundred and twenty-five feet to a ten foot alley bounded on the north by Fourth Avenue on the east by Lot No. 6 on the south by a ten foot alley and on the west by Lot No. 9 all in said sub-division.

BEING the same property which by deed dated April 18, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 105, folio 195, was granted and conveyed by the said John E. Elm to the said parties of the first part, in fee simple.

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 John E. Elm, his heirs and assigns, 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 the said land as may be requisite.

WITNESS the hands and seals of the said grantors.

WITNESS: August Egle (SEAL)

Homer M. Respess. Minna Egle (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 10th day of September in the year one thousand nine hundred, and twenty-five before me, the subscriber a notary public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared August Egle, and Minnie Egle, his wife, the within named grantors, and severally acknowledged the foregoing deed to be their respective act.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.

(NOTARIAL SEAL) Homer M. Respess

Notary Public.

Recorded 14th Sept. 1925 at 9 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed was truly taken and copied from Liber W.M.B. No. 17, folio 108, 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 July, A.D. 1944.

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

Filed Sept. 14" 1944.

PLAINTIFF'S EXHIBIT No. 2

LAST Will and Testament of John Edward Elm.

I, JOHN EDWARD ELM, of BROOKLYN PARK, ANNE ARUNDEL COUNTY, STATE OF MARYLAND, being of sound and disposing mind and capable of executing a valid Deed or Contract do make, publish and declare this to be my LAST WILL AND TESTAMENT, hereby revoking all other Wills or codicils heretofore by me made.

AFTER PAYMENT of all my just debts and funeral expenses, I give, devise and bequeath all of my property of whatever description, whether real, personal or mixed, wheresoever situate, unto MARY LEE EGLE, residing at Glen Burnie, Maryland, and upon the following provisions, to wit:

FIRST: I devise my real estate at No. 207 Fourth Avenue, Brooklyn Park, Maryland, to MARY LEE EGLE for her natural life, with the right to use and enjoy in any manner she may deem proper and she shall be entitled to the income from said property and she shall pay all taxes, benefit assessments, public dues and keep the property insured against fire in an amount which would be reasonable and/fair, and after the death of the said MARY LEE EGLE, I devise the said real estate to the heirs of the said MARY LEE EGLE in fee simple forever.

SECOND: I HEREBY GIVE AND BEQUEATH unto MARY LEE EGLE all the rest and residue of my estate absolutely.

I HEREBY APPOINT MARY LEE EGLE the sole Executrix of this my LAST WILL AND TESTAMENT, and request that she be excused from the necessity of giving Bond as such Executrix.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED my seal this 27th day of October, 1941.

John Edward Elm (SEAL)

SIGNED, SEALED PUBLISHED AND DECLARED by the above named TESTATOR as and for his LAST WILL AND TESTAMENT in the presence of us who at his request in his presence and the presence of each other, have hereunto subscribed our names as Witnesses.

Robert E. Kindred residing at Glen Burnie, Md.

Minnie Egle residing at Glen Burnie, Md.

Filed Sept. 14" 1944.

PLAINTIFF'S EXHIBIT No. 3

STANDARD CONTRACT OF SALE Approved by Real Estate Board of Baltimore

THIS AGREEMENT OF SALE, made this 1st day of July, nineteen hundred and forty-four, between Mary L. Brinton and Earl M. Brinton, her husband, of Anne Arundel County, in the State of Maryland, Sellers and Maxwell Peddle and Ruth M. Peddle, his wife, of Baltimore City, same State, Buyers

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in Fifth District of Anne Arundel County, State of Maryland, and described as follows:

All the right, title, interest, estate and inheritance in and to the within mentioned real estate: Lots Numbered 7 and 8, Section U, Brooklyn Park, as shown on plat filed among the Land Records of Anne Arundel County, improved by a 1½ story frame dwelling and garage; being premises known as No. 207 - 4th Avenue, Brooklyn Park, subject to an annual ground rent of Sixty Dollars ($60.00) to be created at and for the price of Forty-two Hundred and Fifty Dollars ($4250.00) of which Four Hundred Dollars ($400.00) have been paid prior to the signing hereof, and the balance to be paid as follows: Cash on, or before, ninety (90) days from date hereof, subject to the ratification of the Circuit Court for Anne Arundel County

AND SUBJECT ALSO to the rules and regulations of the Office of Price Administration and the monthly tenancies of the three tenants now occupying the said premises.

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein; but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; Cost of all documentary stamps required by law shall be divided equally

between the parties hereto.

WITNESS in duplicate the hands and seals of the parties hereto the day and year first above written.

Viola Kindred
Witness - as to seller's signature — Mary L. Brinton (SEAL)
Seller's signature

Viola Kindred
Witness - as to seller's signature — Earl M. Brinton (SEAL)
Seller's signature

Frankie Wilson
Witness - as to buyer's signature — Maxwell Peddle (SEAL)
Buyer's signature

Frankie Wilson
Witness - as to Buyer's signature — Ruth M. Peddle (SEAL)
Buyer's signature

Filed Sept. 14" 1944.

PLAINTIFF'S EXHIBIT No. 4.

STANDARD CONTRACT OF SALE Approved by Real Estate Board of Baltimore

THIS AGREEMENT OF SALE, made this 5th day of July, nineteen hundred and forty-four, between Mary L. Brinton and Earl M. Brinton, her husband, of Anne Arundel County, in the State of Maryland Sellers and Frankie Wilson, of the same County and State, Buyer

WITNESS that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in Fifth District of Anne Arundel County, State of Maryland:

An annual ground rent of Sixty-dollars ($60.00), to be created, and to issue out of premises known as 207 Fourth Avenue, Brocklyn Park, and Lots Nos. 7 and 8, Section U. at and for the price of One Thousand Dollars ($1,000.00) of which One Hundred Dollars ($100.00) have been paid prior to the signing hereof, and the balance to be paid as follows: Cash on, or before, ninety days from date hereof, subject to the ratification of the Circuit Court for Anne Arundel County.

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein; but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreemtnt.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

WITNESS in duplicate the hands and seals of the parties hereto the day and year first above written.

Viola Kindred
Witness - as to seller's signature

Mary L. Brinton (SEAL)
Seller's Signature

Viola Kindred
Witness - as to seller's signature

Earl M. Brinton (SEAL)
Seller's signature

Mary Kendall
Witness - as to buyer's signature

Frankie Wilson (SEAL)
Buyer's signature

Filed Sept. 14" 1944.

PLAINTIff'S EXHIBIT No. 5.

Loan 18 C No. 511

THIS MORTGAGE, Made this Seventh day of May, 1934, by and between John E. Elm, unmarried by August Egle, his Attorney in fact as hereinafter referred to both of Anne Arundel County, State of Maryland, Mortgagor, and the Home Owners' Loan Corporation, Mortgagee.

WHEREAS, the Mortgagor is indebted unto the Mortgagee in the sum of Four Thousand Eight Hundred Eighty and 83/100 Dollars, in consideration whereof and for value received the Mortgagor by his attorney in fact hereinafter referred to has made and passed unto the Mortgagee his promissory note of even date herewith for said sum of Four Thousand Eight Hundred Eighty and 83/100 Dollars, with interest to accrue thereon at the rate of Five per centum per annum, which sum with interest the Mortgagor hereby covenants to pay to the Mortgagee at its office in Washington, D. C. in monthly installments of $38.60 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full, with privilege to the Mortgagor to prepay said mortgage debt or any part thereof, whereupon interest will will be charged only on the unpaid balance, and with further privilege to the Mortgagor to pay the sum of $20.32 monthly from the date hereof until June, 1936, representing the interest only upon said debt, at the option of the Mortgagor, provided all ---other conditions and covenants in said note and herein on the part of the Mortgagor contained shall have been promptly met, and thereafter the monthly payments shall be $45.15, to be applied first, to the interest on the unpaid balance and the remainder to principal until said debt is paid in full; and

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

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

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the prem-

ises and of the sum of One Dollar and other valuable considerations the said John E. Elm, mortgagor, by August Egle, his attorney in fact hereinafter referred to does hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Anne Arundel County, State of Maryland, and described as follows, that is to say:

ALL those lots of ground in the Fifth Election District of Anne Arundel County, Maryland, which are known as Lots Nos. 7 and 8 in Section "U" of Brooklyn Park subdivision No. 1, said plat being recorded in Plat Book G. W. No. 1, folio 127, said lots having a combined frontage of 50 feet on the South side of Fourth Avenue with an even rectangular depth Southward of 125 feet to an 10 foot alley, bounded on the North by Fourth Avenue, on the east by Lot No. 6, on the South by a 10 foot alley and on the west by Lot No. 9.

Being the same property conveyed to the said John E. Elm by deed from August Egle and wife dated September 10, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 17, folio 108.

THIS Mortgage made this 7th day of May 1934, between August Egle, attorney for John E. Elm, unmarried, under the power of Attorney from the said John E. Elm, unmarried dated March 29th, 1934, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple.

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

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

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

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

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

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

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

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

All cash advances made by the Mortgagee hereunder subsequent to the closing of the loan, covenanted to be paid by the Mortgagor, shall be fully secured by this instrument, shall be payable upon demand, and shall bear interest at the rate of Six (6) per centum per annum.

It is agreed that in the event of the ownership of the mortgaged premises, or any part pert thereof, becomes vested in a person other than the Mortgagor, the Mortgagee, may without notice to the Mortgagor deal with such successor or successors in interest with

reference to tc this mortgage and the debt hereby secured in the same manner as with the Mcrtgagcr withcut in any way vitiating cr discharging the Mcrtgagcr's liability hereunder cr upcn the debt hereby secured. Nc sale cf said premises and no fcrbearance cn the part of the Mcrtgagee and no extension cf the time fcr the payment cf said debt given by the Mcrtgagee shall operate to release, discharge, modify, change cr affect the criginal liability cf the Mcrtgagcr herein either in whcle cr in part.

The Mcrtgagcr binds himself nct to erect or permit to be erected any new buildings cn said premises or to add to or permit to be added tc any of the existing improvements thereon without the written consent cf the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note and this mortgage shall immediately beccme due and collectable at the option of the Mortgagee.

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

If foreclcsure proceedings of any junicr mcrtgage shculd be instituted or any junicr lien cf any kind should be enforced, the Mcrtgagee may at its option immediately declare this mcrtgage and the note which the same secures, due and payable and start such proceedings as may be necessary tc prctect its interest in the premises.

The Mcrtgagcr dces hereby declare h__ assent to the passing cf a decree by the Circuit Court cf Baltimore, or the Circuit Court No. 2 of Baltimore City, for a sale of the property hereby mortgaged, in accordance with Chapter 123, Secs. 720 tc 732, inclusive, of the Laws of Maryland, passed at the January session in the year 1898, or any amendment or additions thereto.

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this Mortgage, then the entire Mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or Jchn I. Rowe and Lansdale G. Sasser, or either cf them, at any time after such default tc sell the mcrtgaged property or sc much thereof as may be necessary, tc satisfy and pay said debt, interest charges and all costs incurred in making such sale, (Under Art. 66. Secs. 6 to 10 cf the Maryland Code Public General Laws, cr any other General cr Lccal Laws relating tc Mcrtgages) and to grant and ccnvey said prcperty to the purchaser or purchasers thereof, his, her or their heirs, personal representatives cr assigns, and which sale shall be made in the manner fcllcwing, viz, upon giving twenty days' notice of the time, place, manner and terms of sale, in a newspaper printed in Anne Arundel County, and such other notice as by the Mcrtgagee cr its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or powers hereby granted, the proceeds arising frcm such sale, to apply, first, to the payment of all expenses incident to such sale, including a fee of Twenty-five (25) Dollars, and a commission to the party making sale of said prcperty equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland;

secondly, to the payment of all claims of the Mortgagee under this mortgage whether the same shall have matured or not, and the surplus (if any) shall be paid to the Mortgagor, or to whomever may be entitled thereto.

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

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

Witness the hand and seal of the Mortgagor.

Test: Edith J. Williams. John E. Elm (SEAL)

By August Egle (SEAL)

Attorney in fact.

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY that on this 7th day of May 1934, before me a Notary Public of the State of Maryland, in and for Montgomery County, personally appeared August Egle, Attorney in fact as above referred to for John E. Elm, the Mortgagor named in the aforegoing Mortgage, and he acknowledged the aforegoing mortgage to be the act of said John E. Elm. At the same time also appeared Herbert W. Reichelt, Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Edith J. Williams

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

Recorded May 8, 1934 12 M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Mortgage was truly taken and copied from Liber W.M.B. 124, folio 524, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 12th day of July, A.D. 1944.

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

Filed Sept. 14" 1944.

PLAINTIFF'S EXHIBIT No. 6.

August 31, 1944.

JOHN E. ELM 207 Fourth Street, Brooklyn Park, Maryland.

To MARY L. BRINTON Glen Burnie, Maryland.

To payments on mortgage to Home Owners' Loan Corporation, less Fire Insurance from May 1st 1942 to October 1st, 1944, on land and improvements at No. 207 Fourth Avenue, Brooklyn Park, Maryland.

| | |
|---|---|
| To HOLC from 5-1-42 to 12-31-42 | $ 322.00 |
| To " " 1-1-43 to 12-31-43 | 583.00 |
| To " " 1-1-44 to 10- 1-44 | 402.50 |
| | $1,307.50 |
| To insurance $57.62 adjusted | 48.00 |
| | $1,259.50 |

Filed Sept. 14" 1944.

ANSWER.

THE ANSWER of Earl M. Brinton, August Egle, Minna Egle, Maxwell Peddle, Ruth M. Peddle and Frankie Wilson to the Bill of Complaint of Mary L. Brinton against them in this Court Exhibited.

THESE DEFENDANTS admit the matters and facts set forth in said Bill of Complaint and consent to the passage of such Decree as may be right and proper in the premises.

AND as in duty bound, etc.

Robert E. Kindred

Solicitor for Defendants.

Filed Sept. 26" 1944.

AGREEMENT OF COUNSEL.

We hereby agree to waive signatures to the testimony, and the ten day period under Equity Rule #__

Paul J. Wilkinson

Solicitor for Complainant

Robert E. Kindred

Solicitor for Defendants.

Filed Oct. 4" 1944.

TESTIMONY AND EXHIBITS ON BEHALF OF THE PLAINTIFF.

PRESENT: Mr. Paul J. Wilkinson, 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:- Mary Lee Brinton, ---------- 2 to 5

Minna Egle, ---------- 6 to 7

Earl M. Brinton, ---------- 7 to 8

Fred W. Keuthe, ---------- 9 to 10

Frankie Wilson, ---------- 11 to 12

Mary Lee Brinton, the Plaintiff, being first duly sworn, deposes and says:-

(Wilkinson)

1. State your name and address?

A. Mary Lee Brinton, 105-3rd ave., Glenburnie, Md.; housewife.

2. You are the Plaintiff in this case?

A. Yes.

3. Are you married?

A. Yes. My husband's name is Earl M. Brinton.

4. How old are you?

A. I am 22 years of age.

5. Do you have any children?

A. No.

6. How long have you been married?

A. About two and a half years.

7. Are your parents living?

A. Yes, they are Minna Egle and August Egle.

8. Do you know the property known as Lots 7 and 8 of Section U of Brooklyn Park, Anne Arundel County, Md.?

A. Yes.

9. What is the house number?

A. 207-4th ave.

10. What interest do you have in this property?

A. It was left to me by the will of John Edward Elm.

11. I show you a copy of the Will of John Edward Elm filed as Exhibit No. 2 herewith, will you identify that?

A. That is a carbon copy of the original, signed, I can identify the will and the signature.

-----Filed as Exam. Exh. B.

12. Under the Will of John Edward Elm this property known as 207-4th ave. was left to you for life with the right to use and enjoy in any manner you deem proper and you are entitled to the income from said property, and should pay all the taxes, benefits, assessments, public dues, and keep the property insured against fire in an amount reasonable and fair, and after your death the property was devised to your heirs in fee simple, that's your recollection of it?

A. Yes.

13. You have already testified you have no children?

A. Yes.

14. Therefore, your husband and father and mother at the present time would be the only persons entitled as heirs under the terms of this Will?

A. That's right?

15. I show you this deed which is filed as Exhibit No. 1 and ask you if you recognize that?

A. That is a certified copy of the deed for this property to Mr. Elm, this property 207-4th ave.

-----Filed as Exam. Exh. A.

16. Do you live on this property at the present time?

A. No, I have it rented.

17. Do you feel you will have any desire to live on the property?

A. No I don't.

18. Do you feel it will be of interest and advantage to you and to the other persons entitled to this property that the property be sold and the proceeds invested and the income paid to you for life, and at your death the principal to go to your heirs? You desire that that be done?

A. Yes.

19. Feeling that a sale would be desirable have you entered into a Contract of Sale of this property for the benefit of yourself and your heirs?

A. Yes.

20. Do you identify this as the Contract of Sale entered into by you?

A. Yes.

21. This is a Contract of Sale of the leasehold interest in the property subject to the payment of an annual rent of $60, do you feel that the price the property was sold by you for the sum of $4250 subject to the payment of an annual rent of $60 which you also intend to create, do you consider that a fair price for the property subject to the $60?

A. Yes. -----Filed as Exam. Exh. C

22. I also present you Exhibit No. 4 which is a Contract of Sale between you and your husband and Frankie Wilson for the sale of the ground rent of $60 which is to be created upon said property, and shows a consideration of $1,000, do you identify that?

A. Yes that is the Contract of Sale for the Ground Rent.

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

23. These two Contracts of Sale indicate a total fee simple price which you have sold this property for of $5250, do you consider that a reasonable and fair price for the fee simple interest in that property?

A. Yes.

24. Do you feel that the ratification of these two Contracts of Sale by the Court would be to the interest and advantage of all the parties who are entitled to any interest in that property?

A. Yes.

25. And it is your desire that the Court ratify these two contracts of sale?

A. Yes.

26. For how long had you had this property up for sale?

A. I think about two months, maybe over.

27. Was this offer which you have received which makes the total price $5250 the best price you have been offered during the time you had it for sale?

A. Yes.

28. Is this property subject to a mortgage?

A. Yes it is.

29. Who holds the mortgage?

__ The Home Owners Loan Corporation.

30. Have you made all of the required payments to The Homw Owners Loan Corporation?

A. Yes I have.

31. This mortgage is not in default?

A. Yes.

32. I present you with a certified copy of the mortgage will you please identify that as the mortgage now existing upon the property?

A. Yes that is it.

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

33. Do you know the date of the death of John E. Elm?

A. Yes, it was October 7th, 1942.

34. I have here a statement showing payments you have made to The Home Owners Corporation showing the payments made by you.

Dec. 31, 1942 ----- $322; for the year 1943 up to December, 1943,
$583; from Jany. 1, 1944 to Oct. 1, 1944,
$402.50

Total payments by you $1,307.50

From the $1307.50 to which you should be entitled for payments you have made to The Home Owners Corporation $48 is adjusted insurance which you are required to pay under the terms of the Will, therefore, deducting that from the $1307.50 shows a balance which you should be entitled to of $1259.50 is that correct?

A. Yes, that's correct.

-----Filed as Exam. Exh. F

35. Under the terms of the Will Exhibit B you were not required to make payments on the mortgage?

A. No.

36. Therefore, you feel that you should be entitled to a refund out of the proceeds of sale for the moneys you have expended in payments to the Home Owners Corporation on their mortgage, is that correct?

A. Yes.

37. Can you tell us approximately the amount still due to The Home Owners Corporation on the mortgage?

A. I think about $1700 balance is still due.

NO CROSS EXAMINATION.

To the general question under the rule the witness says:

A. No.

Signature waived by agreement of counsel.

Minna Egle, a witness of lawful age, being first duly sworn, deposes and says: (Wilkinson)

1. State your name and residence?

A. Minna Egle, 105-3rd ave., Glenburnie, Md.

2. What relation are you to the Plaintiff, Mrs. Brinton?

A. I am her mother.

3. Your present husband is her father, August Egle?

A. Yes.

4. Mrs Brinton has testified she has no children, that is correct?

A. Yes.

5. Mrs. Brinton has also testified she is now married to Earl M. Brinton, is that correct?

A. Yes.

6. Are you acquainted with the property mentioned in these proceedings?

A. Yes, I know it very well, my husband built that house.

7. Are you aware of the fact that you have a possible remainder interest in this property upon the death of your daughter?

A. I have been advised so.

8. Do you know of the sale of the property that your daughter is attempting to make, with the authority of the Court, and you have heard it testified here that this property is being sold for a total fee simple value of $5250?

A. Yes.

9. In your opinion is that a fair and reasonable price for the property in question?

A. Yes.

10. Do you think that a sale at that figure will be to the best interest and advantage of all parties concerned?

A. Yes.

11. And that the money procured from the sale is to be brought into Court and to be held in tact, the income to be paid to your daughter for life, and upon her death then the principal passes to her heirs under the will?

A. Yes.

12. You are willing to have the property sold in this way and the money placed in Court to be held for the benefit of the heirs of Mrs. Brinton.

A. Yes.

NO CROSS EXAMINATION.

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

A. No.

Signature waived by agreement of counsel.

Earl M. Brinton, a witness of lawful age, being first duly sworn, deposes and says:- (Wilkinson)

1. State your name and residence?

A. Earl M. Brinton, Glenburnie, Md.

2. You are one of the Defendants in this case?

A. Yes.

3. You are the husband of Mary Lee Brinton the Plaintiff?

A. Yes.

4. Do you and your wife, Mary Lee Brinton, have any children at the present time?

A. No sir.

5. Your wife has no children by any former marriage?

A. No.

6. Under the terms of the will of Mr. John Edward Elm, which has been filed in this case, the property mentioned herein is to be held for the benefit of Mrs. Brinton for her life, and after her death to pass to her heirs at law. At the present time you

would be one of the heirs of Mrs. Brinton, you have heard the testimony offered here that the property has been sold for a total fee simple price of $5250, do you consider that sale to be advantageous to all persons who have any interest in the property?

A. Yes.

7. You understand that the proceeds of sale are to be placed in Court to be held in trust until Mrs. Brinton's death and then the principal to go to her heirs at that time?

A. That's right.

8. You are perfectly satisfied that the sale be made and the proceeds held on such terms, with the exception of the amount that comes to your wife for the money paid by her?

A. Yes.

9. That implies all expenses and advances made by you and your wife, and all Court costs are to be deducted from the principal of the proceeds of sale?

A. That's right.

10. This sale that has been made for $5250 for the total fee simple interest that was the best price you and your wife for this property, the best offer you are able to obtain?

A. Yes that was.

11. You had had it up for sale approximately for how long?

A. Several months.

NO CROSS EXAMINATION.

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

A. No.

Signature waived by agreement of counsel.

Fred W. Keuthe, a witness of lawful age, being first duly sworn, deposes and says:- (Wilkinson)

1. State your name, residence and occupation?

A. Fred W. Keuthe, Glenburnie, Md.; Real estate broker.

2. For how many years have you been a real estate broker?

A. Eight years.

3. Are you acquainted with the property known as 207-4th ave. in Brooklyn Park?

A. I am.

4. Are you acquainted with property values in that particular locality?

A. I am.

5. Do you know the size of the lot comprising this property?

A. 50 X 125 feet.

6. Do you know the general type of improvements?

A. Improved by a two story frame composition roof dwelling and garage.

7. With your experience what would you say was the fair market value of this property?

A. I think $5250 is a fair price.

8. Testimony has been given here that this property has been sold under a contract of sale, contemplating the placing upon this property of a ground rent of $60, which under the Laws of Maryland will be redeemable at the expiration of five years for $1,000, the leasehold subject to the $1,000 ground rent has been sold for $4250, would you say that that was a fair value or price for the leasehold interest in that property?

A. I would.

9. Would you say that the contract of sale which is now shown you executed by Mr. and Mrs. Brinton and Mr. and Mrs. Peddle for $4250 subject to this ground rent was a fair and reasonable contract?

A. I would.

10. Would you say that the Contract of Sale which is now shown you marked Exhibit D, for the reversion in fee and annual rent of $60 to be created on said property which has been executed to Frankie Wilson for $1,000, was a fair and reasonable proce for the reversionary interest issuing out of that property?

A. I would.

11. The two contracts of sale together will constitute a fee simple purchase price of $5250, you have testified you feel that that is a fair and reasonable price for the fee simple interest; do you feel that the ratification of the sale for the prices mentioned, and under these contracts of sale which I just called to your attention would be to the interest and advantage of all parties to this proceeding, considering the fact that the property is subject to a life estate with remainder over to certain heirs not yet determined?

A. I would.

NO CROSS EXAMINATION.

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

A. No.

Signature waived by agreement of counsel.

Frankie Wilson, a witness of lawful age, being first duly sworn, deposes and says:- (Wilkinson)

1. State your name and residence?

A. Frankie Wilson, Linthicum Hts., Maryland.

2. You are one of the Defendants in this proceeding?

A. I am.

3. What business are you in?

A. I am an Attorney-at-Law, specializing in real estate, a member of the Real Estate Commission of Maryland.

4. For how many years have you been a real estate broker?

A. Specializing in it for fifteen years.

5. Are you acquainted with the property known as 207-4th ave.?

A. Yes I am.

6. Are you acquainted with property values in that vicinity?

A. Yes I am.

7. What is the size of the lot upon which this property is located?

A. 50 X 125 feet.

8. Do you know the general type of improvements upon this property?

A. Yes, it is a frame dwelling one and a half story, asbestos shingles with two car garage.

9. What, in your opinion, is a fair and reasonable fee simple value of that property?

A. $5250.

10. Did you have this property in your hands for sale?

A. I did.

11. For how long did you have it before the public for sale?

A. I think three or four months making sale of it.

12. What was the best offer you received for the property?

A. This was the highest offer at which I took the contract.

13. The offer you received was $4250 subject to the $60 ground rent?

A. That's right.

14. You were unable to secure as large a price in attempting to sell the fee simple alone?

A. That's right.

15. You then had Mr. and Mrs. Brinton enter into a contract of sale with Maxwell Peddle and Ruth M. Peddle for the sale of the leasehold interest subject to the $60 ground rent, for $4250?

A. That's correct.

16. You then offered to Mr. and Mrs. Brinton the sum of $1,000 for the reversionary interest and annual rent of $60 in said property?

A. That's right.

17. You then entered into a contract of sale with them for that amount?

A. Yes.

18. That makes the two contracts entered into a total purchase price for the fee simple interest of $5250?

A. That's correct.

19. Do you consider that a fair and reasonable price for that fee simple interest in the property?

A. I do.

20. Had you in your attempts to sell offered to sell for any greater amount?

A. I had.

21. Had you advertised it for sale for a greater amount?

A. I had repeatedly.

22. You received no offers for that much money?

A. No.

23. You found that $5250 was the highest price at which you could sell it?

A. Highest I could get.

24. The two contracts of sale which I have shown you indicate a total fee simple price of $5250, do you consider that the ratification of those two contracts of sale by the Court would be to the interest and advantage of the parties entitled to the property?

A. I do.

NO CROSS EXAMINATION.

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

A. No.

Signature waived by agreement of counsel.

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

Witness my hand and seal this 5th day of October, 1944.

Jno. S. Strahorn (SEAL)

Filed Oct. 5" 1944. Examiner.

EXAMINERS' EXHIBIT "G".

| Loan No. | Item | Receipts and Disbursements | Total loan installment amount | Interest amount | Loan Balance Transactions |
|---|---|---|---|---|---|
| 511 | PREV BAL | | 40.25 | 6.40 | 1706.42 |
| 10 23 4 | PAID | 40.25 | 40.25 cr | 6.40 cr | 33.85 cr |
| 11 07 4 | ACCRUAL | | 40.25 | 6.27 | |

| mo day yr | | due on tax and insurance account | due on loan ac. | Total interest due | Principal balance |
|---|---|---|---|---|---|
| | | | 40.25 * | 6.27 | 1672.57 |

ESTATE OF
JOHN E. ELM
%AUGUST EGLE
GLEN BURNIE, MD.
207 4th AVE., Brooklyn Park, Md.
$3,974.20 5-34 E 3-39

5-1
18-7
C-511
4D-M

Filed Nov. 15" 1944.

PETITION, AFFIDAVIT and ORDER OF COURT

MARY L. BRINTON
Complainant
vs.
EARL M. BRINTON, et al
Defendants

No. 8787 Equity

In the Circuit Court for

Anne Arundel County

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Robert E. Kindred, Trustee appointed in these proceedings, respectfully shows:

That the property ordered to be sold by this Honorable Court is subject to a mortgage held by the Home Owners' Loan Corporation, as indicated under the seventh paragraph of the bill of complaint filed in these proceedings, upon which mortgage there is a balance due, as of November 1, 1944, of sixteen hundred and seventy-two dollars and fifty-seven cents, to which sum interest will have to be added to the date of settlement.

Wherefore your petitioner prays that he be authorized to pay out of the proceeds of sale the sum of sixteen hundred and seventy-two dollars and fifty-seven cents, together with interest from November 1, 1944, to date of settlement, to the Home Owners' Loan Corporation, for the purpose of securing a release of said mortgage, in order that the property may be transferred free and clear thereof.

And as in duty bound, etc.

Robert E. Kindred, Trustee.

STATE OF MARYLAND ANNE ARUNDEL COUNTY SCT

I HEREBY CERTIFY That on this 27th day of November, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ROBERT E. KINDRED, Trustee as aforesaid, 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)

Viola Kindred
Notary Public.

Filed Nov. 28" 1944.

Upon the aforegoing petition and affidavit it is ordered by the Circuit Court for Anne Arundel County this 29th day of November, nineteen hundred and forty-four, that

Robert E. Kindred, Trustee in these proceedings, be, and he is hereby authorized to pay to the Home Owners' Loan Corporation, for the purpose of securing a release of the mortgage upon the property being sold in these proceedings, the sum of sixteen hundred and seventy-two dollars and fifty-seven cents, together with interest from November 1, 1944 to the date of settlement.

Ridgely P. Melvin, C.J.

Filed Nov. 29" 1944.

ORDER Oct. 24, 1944

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

IT IS THEREUPON this 24th day of October, nineteen hundred and forty-four, by the Circuit Court for Anne Arundel County, adjudged, ordered and decreed that the contracts of sale of the lease-hold and reversionary interests in the property mentioned in these proceedings to Maxwell Peddle and Ruth M. Peddle, his wife, as to the lease-hold interest, and Frankie Wilson, as to the REVERSIONARY INTEREST, be, and the same are hereby ratified and confirmed, and Robert E. Kindred be, and he is hereby appointed Trustee to make said sales, and to convey the interests of the parties to this proceeding in said property to the said purchasers, but, before said Trustee shall act, he shall file with the Clerk of this Court a corporate 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 conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises.

AND IT IS FURTHER ORDERED, that the said Trustee shall bring the proceeds of the sales of the leasehold and reversionary interests in said property into this Court for investment, after deducting the costs of this suit, proportion of the commission payable to the persons making said sales, and such Attorney's fees as this Court shall think proper to allow, in consideration of the skill, attention and fidelity wherewith the Trustee and the attorney instituting this proceeding shall appear to have performed their services.

AND IT IS FURTHER ORDERED that the said Mary Lee Brinton be reimbursed, from the proceeds of sale, for the payments made by her to the Home Owner's Loan Corporation of twelve hundred and fifty nine dollars and fifty cents, in accordance with Exhibit No. 6 filed with the Bill of Complaint, in this cause, and that the Auditor shall be, and is authorized to allow this amount in the statement of her account.

AND IT IS FURTHER ORDERED that the said Robert E. Kindred, Trustee, be, and he is authorized to pay over to Mary Lee Brinton during her lifetime, the interest or income arising from the funds or investments held by him in this cause.

Ridgely P. Melvin, C.J.

Filed Oct. 24" 1944

CORPORATE BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, Robert E. Kindred, Trustee, under a decree of Court passed on the 9th day of November, 1944 as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of_Dollars ($2,000.00)

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

SEALED WITH OUR SEALS and dated this 24th day of November, in the year of our Lord one thousand, nine hundred and forty four

WHEREAS THE ABOVE BOUNDEN, Robert E. Kindred, Trustee by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of Mary L. Brinton versus Earl M. Brinton et al No. 8787 Equity; also Trust estate of John E. Elm, deceased, now pending in said Court.

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

John W. Jones — Robert E. Kindred (SEAL)

(CORPORATE SEAL) UNITED STATES FIDELITY AND GUARANTY COMPANY

By Wm. P. Craig,Jr. -Attorney-in-Fact

Filed Nov. 28" 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

January 25, 1945.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Mary Lee Brinton vs. Earl M. Brinton, et al. in ac. with Robert E. Kindred,Trustee

| | | |
|---|---|---|
| To Trustee for Commissions | $ | $ 187.50 |
| 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 | 31.50 | |
| Jos. H. Griscom - Sheriff's costs | 3.00 | |
| Jos. C. Deegan - Sheriff's Costs | 2.65 | |
| Auditor - stating this account | 13.50 | 70.65 |
| To Trustee for Expenses, viz: | | |
| Capital-Gazette Press - Order Nisi (this ac.) | 5.00 | |
| U. S. Fidelity & Guaranty Co. -bond | 10.00 | |
| Frankie Wilson - appraiser's fee | 10.00 | |
| Fred W. Kuethe - appraiser's fee | 10.00 | |
| John S. Strahorn - Examiner | 8.00 | |
| Juliet D. Strahorn - stenographer | 6.00 | |
| Clerk of Court - cost of certified copies | 7.00 | |

| | | | |
|---|---|---|---|
| To Frankie Wilson - commission on sales | $ 262.50 | | |
| Title Guarantee & Trust Co. - insurance | | | |
| on leasehold and fee simple titles | 77.50 | | |
| One-half Federal revenue stamps | 3.03 | | |
| One-half State revenue stamps | 2.60 | | |
| Maryland stamp for rent on lease | 1.00 | | |
| Paul J. Wilkinson - legal services per | | | |
| Order of 10/24/44 | 250.00 | | |
| Viola Kindred - notary fees | 1.00 | | 653.63 |
| To Trustee for Claims Filed, viz: | | | |
| Home Owners Loan Corporation - in full | | | |
| for mortgage claim and interest, as per | | | |
| Order of 11/29/44 | 1,691.41 | | |
| Recording short release of mortgage | .75 | | |
| Mary Lee Brinton - in full for claim | | | |
| filed, as per Decree of 10/24/44 | 1,259.50 | | 2,951.66 |
| To Robert E. Kindred, Trustee - this balance | | | |
| as per Decree of 10/24/44, subject to fur- | | | |
| ther order of Court | | | 1,390.03 |
| | | | $5,253.47 |

| | | | | |
|---|---|---|---|---|
| Cr. July 1, 1944 | Proceeds of sale of leasehold interest | | | $4,250.00 |
| | Proceeds of Sale of reversion in fee | | | 1,000.00 |
| | | | | $5,250.00 |
| | Refund of 1944 State and County taxes | 3.04 | | |
| | Refund 1944 Benefit Charges | .43 | | 3.47 |
| | | | | $5,253.47 |

ORDER NISI.

ORDERED, This 30th day of January, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 3rd day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd. day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Jany. 30" 1945

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 6, 1945.

We hereby certify, that the annexed Order Nisi - Auditor's Account - Mary Lee Brinton was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd day of March, 1945, The first insertion being made the 1st day of February, 1945.

The Capital-Gazette Press, Inc.

By Ellen Cole

Filed March 5" 1945

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th 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 Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark.

Filed March 15" 1945

RELEASE

KNOW ALL MEN BY THESE PRESENTS: THAT I, MARY LEE BRINTON, of Anne Arundel County, State of Maryland, do hereby acknowledge to have received from Robert E. Kindred, Trustee, the sum of $1,259.50 being the amount allowed in the Auditor's Account in No. 8787 Equity, in the case of Mary Lee Brinton vs. Earl M. Brinton, et al. in the Circuit Court for Anne Arundel County.

AND IN CONSIDERATION THEREOF, I do hereby release, acquit, exonerate and discharge the said Robert E. Kindred, Trustee, his heirs, executors, administrators and personal representatives of and from all and every action, suit, claim or demand which could or might be possibly be brought, exhibited or prosecuted against the said Trustee or his heirs, Administrators and personal representatives or any of them for or on account of the above mentioned proceedings or the payment of said above amount of money, hereby declaring myself satisfied, contented and paid as above specified.

AS WITNESS my hand and Seal.

ATTEST: Viola Kindred Mary Lee Brinton (SEAL)

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 22nd day of March, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Mary Lee Brinton, party to the above Release, and acknowledged the same to be her act and Deed, And I do hereby certify that of my own personal knowledge I am satisfied that the said Mary Lee Brinton who has acknowledged the above Release to be the person named and described as and professing to be Mary Lee Brinton the party in and to the same.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Viola Kindred

My commission expires May 7th, 1945. Notary Public

Filed March 27" 1945.

In the Matter of the Petition of Marie P. Grieson, and Arthur Grieson, her husband, for the Adoption of Robert Montalbano and for the change of his name. : No. 8792 Equity. In the Circuit Court for Anne Arundel County

PETITION, EXHIBIT No. 1, and Certificate of Character.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Marie P. Grieson and Arthur Grieson, her husband, respectfully shows that upon your Honors:

1. That they are husband and wife and residents of Portland Oregon.

2. That Robert Montalbano is the adopted son of Philip Montalbano and Vinzenza Montalbano, his wife, by virtue of a degree of this Honorable Court in No. 8079 Equity dated 9th day of September, 1940 and he is also the illegitimate child of your petitioner Marie P. Grieson, nee Marie P. Sinclair.

3. That at the time of the aforesaid decree your petitioner Marie P. Grieson was unable to care and provide for said infant, but since that time she has married and has a home in Portland, Oregon and her husband, Arthur Grieson, is employed by Electro Metallurgical Co at a salary of $58.00 a week and your petitioners desire to adopt said Robert Montalbano, infant, and to have his name changed to Robert Tracy Grieson.

4. That the said Philip Montalbano and Vincenza, his wife, have consented to the adoption and change of name, as expressed in their written assent filed herewith Exhibit No. 1 but your Petitioners are advised that the aid of this Honorable Court must be invoked to fully carry out the desire and intention of your Petitioners and the parents of said infant.

To the End Therefore,

1. That this Court may pass a Decree declaring the said Robert Montalbano, the adopted child of the said Marie P. Grieson and Arthur Grieson, her husband, and change his name from Robert Montalbano to Robert Tracy Grieson.

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

May it please your Honors to take such action and pass such Orders as may be deemed necessary or expedient to effectuate the purpose and desire of your Petitioners.

And as in duty bound, etc.

Marvin I. Anderson
Solicitor for Petitioners

Arthur E. Grieson (SEAL)
Marie P. Grieson (SEAL)
Petitioners

STATE OF OREGON, COUNTY OF Multnomat, to wit:

I hereby certify that on this 18th day of September, 1944, before me, the subscriber, at Notary Public of the State of Oregon, in and for the County aforesaid, personally appeared Arthur Grieson, her husband, and he made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true as therein stated.

As Witness my hand and seal Notarial.

(NOTARIAL SEAL)

R. P. Kroder
Notary Public

My commission expires 8-14-46

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 21st day of September, in the year 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marie P. Grieson, and she made oath in due form of law that the matters and facts herein set forth in the aforegoing Petition are true as therein stated.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Virginia Russell

Notary Public.

Annapolis, Maryland September 7, 1944

We hereby consent to the adoption of our adopted son Robert Montalbano and consent to the passage of a degree by the Circuit Court for Anne Arundel County declaring him to be the adopted son of Arthur Grieson and Marie P Grieson, his wife, and change the name of said child.

WITNESS: Philip Montalbano

Elizabeth Norfolk Vincenza Montalbano

We, the undersigned, have known Marie P. Grieson and Arthur Grieson, her husband, for 4 years and believe them to be of good character and fit persons to adopt the said Robert Montalbano.

Name Jack Allen

Address 802 N. Lombard

Name Martin Smith

Address 2048 N Terry St

Portland Oregon

Filed Sept. 21" 1944

DECREE Sept. 21, 1944

This application being submitted and the Petition and all the other proceedings being by the Court read and considered.

The Court being satisfied upon careful investigation that the best interests and welfare of the said Robert Montalbano will be thereby promoted.

It is thereupon this 21st day of September, 1944, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED AND DECREED that the said Robert Montalbano, be and he is hereby expressly declared the adopted child of the said Marie P. Grieson and Arthur Grieson, her husband, with all the rights vouchsafed under the laws of the State of Maryland.

And it is further ADJUDGED, ORDERED AND DECREED that the name of said Robert Montalbano be and it is hereby changed to Robert Tracy Grieson.

And it is further ORDERED that the Petitioners pay the cost of these proceedings to be taxed by the Clark.

Ridgely P. Melvin, C.J.

Filed Sept. 21" 1944.

In the Matter of the Sale of Mortgaged : No. 8795 Equity
Real Estate of Herman F. Glanzer and : In the Circuit Court for
Blanche R. Glanzer, his wife. : Anne Arundel County.

Mr. Clerk:

Please docket this suit for default and file herewith original mortgage, long assignment of same, and subsequent short assignments.

Linwood L. Clark, Assignee.

Filed Oct. 6th. 1944.

MORTGAGE.

THIS MORTGAGE, Made this twenty-seventh day of October in the year nineteen hundred and twenty-four, by Herman F. Glanzer and Blanche R. Glanzer, his wife, of Anne Arundel County, in the State of Maryland, parties of the first part, and The Real Estate and Improvement Company of Baltimore City, a corporation, duly incorporated under the laws of the State of Maryland, party of the second part.

Whereas the said parties of the first part have received from the said The Real Estate and Improvement Company of Baltimore City, an advance of Twenty-five hundred dollars for the purpose of purchasing the property hereinafter described, the due execution of this Mortgage having been a condition precedent to the granting of said advance, and the said sum hereby secured has been applied to the purchase of the property hereinafter described, which has been conveyed to the said parties of the first part as hereinafter stated.

Now Therefore this Mortgage Witnesseth, That in consideration of the premises and of the sum of Twenty-five hundred dollars now due and owing from the said parties of the first part unto the said The Real Estate and Improvement Company of Baltimore City, the said parties of the first part do grant and convey unto the said The Real Estate and Improvement Company of Baltimore City, its successors and assigns, all that piece or parcel of ground situate, lying and being in Montevideo, Anne Arundel County in the State of Maryland, and described as follows, that is to say:

Beginning, for the same on the northwest side of the Montevideo Road at the end of the fourth line of the lot of ground which by deed dated March 1st, 1893, and recorded among the Land Records of Anne Arundel County, in Liber W.N.W. No. 60, folio 74, was conveyed by Herman F. Glanzer and wife to Stephen E. Kirby and wife, and running thence, binding on the said fourth line, reversely north 41½ degrees west, four hundred and sixty-one and one-half (461½) feet to intersect the third line of the Lot of ground, which by deed dated April 27th, 1914, and recorded among the aforesaid Land Records, in Liber G. W. No. 123, folio 383, was conveyed by George A. Marks and wife, to Herman F. Glanzer and wife, and thence binding reversely on said third line north 51 degrees east, two hundred and thirty (230) feet to the end thereof, and to a stone on the northeast side of the Montevideo Road, thence binding, on the northeast side of the Montevideo Road, and reversely on the third and second lines of the lot of ground firstly described in a deed from George R. King to Charles Glanzer and wife, dated June 15th, 1894 and recorded among the aforesaid Land Records in Liber S. H. No. 47, folio 254, north 44 degrees west, sixteen (16) perches and north 65 degrees west, thirteen and one-half (13½) perches to a stone, thence still binding on the northeast side of the Montevideo Road, and on the twenty-second and twenty-third lines of the lot of ground described in a deed from Mrs.

E. A. Kilbourne to Charles Glanzer, dated August 10th, 1897, and recorded among the Land Records aforesaid, in Liber G.W. No. 7, folio 121, north 53½ degrees west, twenty-eight (28) perches, and north 63 degrees west six (6) perches to to the end of the third line of the lot of ground secondly described in the deed from George R. King to Charles Glanzer, above referred to and thence binding on the fourth and fifth line of said deed south, 21½ degrees west, twenty-three (23) perches to a post, and south 43-1/8 degrees east, twenty-five and three-fourths (25 3/4) perches to an apple tree at the beginning of said lot and to the beginning of the lot of ground firstly described in said deed, thence binding reversely on the fifth line of said firstly described lot, south 53 degrees east, twenty-five and one-half (25½) perches to a stone at the beginning of said fifth line and to intersect the third line of the lot of ground described in the deed from George A. Marks and wife, to Herman F. Glanzer and wife, above referred to, at the distance of twenty-six (26) perches from the beginning of said line, thence binding on said line, south 51 degrees west sixteen and four-fifths (16-4/5) perches to the end thereof, and thence binding on the fourth, fifth and sixth lines of said deed, south 39½ degrees east, forty and four-fifths (40-4/5) perches to the center of the Montevideo Road, thence binding on the Montevideo Road, north 40½ degrees east, nineteen and four-fifths (19-4/5) perches to the east side of the Montevideo Road, thence north 7¼ degrees east fifteen and three-fifths (15-3/5) perches to the place of beginning, containing fifteen and one-half (15½) acres of land, more or less.

Together with the use in common of the right-of-way from the northwest corner of the above described lot on or about the present road-bed, northwesterly to Harman Station on the Washington Branch of The Baltimore and Ohio Railroad, or so far in that direction as Mrs. E. A. Kilbourne's land extends, and also the right, use and privilege of the road mentioned and described in a deed from Andrew M. Bennett and George R. Bennett, to George R. King, dated November 5th, 1877 and recorded among the aforesaid Land Records in Liber S.H. 12, folio 63

AND ALSO: All that certain piece or parcel of land situate in Montevideo, Anne Arundel County, Maryland, bounded and described as follows:

Beginning for the Wood, lot four (4) at the northwest corner of Herbert Marks' lot and running thence north 35 degrees east eight (8) perches to a stone on the east side of the Montevideo Road, thence bounding on lot number three (3) one course south 42 degrees east thirty-five and four-fifths (35-4/5) perches thence, south 32¼ degrees west thirteen and two-fifths (13-2/5) perches to George R. Bennett's land and bounding thereon, one course, north 34-3/4 degrees, west thirty-eight (38) perches to the beginning, containing two (2) acres of land, one(1) rood and twenty-two (22) square perches of land, more or less.

Being all of the land conveyed unto the said Herman F. Glanzer and Blanche R.Glanzer his wife, by Lizzie Glanzer, widow, by deed dated February 1st, 1908 and recorded February 12th, 1908 in Liber G. W. No. 58, folio 34; and being part of the land conveyed unto the said Herman F. Glanzer and Blanche R. Glanzer, his wife, by George A. Marks and Josepheen Marks, his wife, by deed dated April 27th, 1914 and recorded April 30th, 1914 among the Land Records of Anne Arundel County aforesaid, in Liber G.W. No. 123, folio 383.

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

To have and to hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said The Real Estate and Improvement Company of Baltimore City, its successors and assigns in fee simple

Provided that if the said parties of the first part, their heirs, personal representatives or assigns, shall pay to the said The Real Estate and Improvement Company of Baltimore City, its successors or assigns, the said sum of Twenty-five hundred dollars with interest thereon, at the rate of six per cent, per annum, in monthly installments of at least Thirty-seven dollars and fifty cents, including interest, beginning for the first installment thereof on the first day of November 1924, and shall make no default in any agreement, covenant or condition of this Mortgage, then this Mortgage shall be void.

And it is agreed that until default be made in any agreement, covenant or condition of this Mortgage (but not thereafter), the said parties of the first part their heirs, personal representatives and assigns, shall have possession of the property above described, upon paying in the meantime the monthly installments above mentioned, and all taxes, assessments, ground rent, public dues and charges, levied or assessed or to be levied or assessed on the said mortgaged property, or on the mortgage debt or interest, which entire mortgage debt and interest, taxes, assessments, ground rent, public dues and charges, the said parties of the first part, for themselves their heirs, personal representatives and assigns covenant to pay when legally due, and upon payment thereof to exhibit the receipted bills therefor to the said The Real Estate and Improvement Company of Baltimore City, or its agents at its place of business.

And it is further Agreed, that in the event of three of the above mentioned monthly installments being due and unpaid, or of default in any agreement, covenant or condition of this Mortgage, the entire mortgage debt intended to be hereby secured, shall be deemed to be due and demandable and it shall be lawful for the said The Real Estate and Improvement Company of Baltimore City, its successors or assigns, or William M. Kennedy of Baltimore City its or their Attorney or Agent at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary for cash to satisfy and pay said debt, interest, taxes, ground rent and other charges advanced, as hereinafter stated, and all costs incurred in making such sale, including counsel fees and commissions, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives and assigns, 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 published in Anne Arundel County, and such other notice as by the said Mortgagee, its successors or assigns or Attorney, 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 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; Second, to the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage, whether the

same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs, personal representatives or assigns, or whoever may be entitled to the same.

And it is Agreed, that in the event of the property hereby mortgaged is advertised for sale, under the powers herein granted, and it is thereafter desired to redeem said Mortgage prior to the day of sale, there shall then be paid, as a condition of said right of redemption, at such time, not only the mortgage debt and interest, but also all costs and expenses properly incurred, including a counsel fee, as above stated, and one-half the commissions usually allowed trustees making sales of real estate in equity.

And it is Agreed, that upon any default in any agreement, covenant or condition of this Mortgage, the said Mortgagee, its successors or assigns, shall be entitled, without notice to the said Mortgagors, their heirs, personal representatives or assigns, to the immediate appointment of a receiver for the property hereby mortgaged, without regard to the adequacy or inadequacy of the property as security for the mortgage debt, and upon such default, whether or not a receiver be appointed, the rents and profits of the said property are hereby assigned to the said Mortgagee, its successors and assigns, as additional security.

And it is Agreed, that the said parties of the first part, their heirs, personal representatives and assigns, shall have the privilege of prepaying the mortgage debt, hereby secured, with all interest and other charges, and obtaining a release of this Mortgage at any time before maturity hereof, and before default hereunder, upon payment of the entire mortgage debt, interest and other charges to the date of such prepayment, together with a bonus of one per cent. on the entire amount due as aforesaid, as a condition for the exercise of this privilege.

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, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-five hundred dollars, and to cause the policies to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, its successors or assigns, to the extent of their lien or claim hereunder, and to deliver said policies to the said Mortgagee, its successors or assigns; and that they will pay the premiums of insurance as they become due and payable.

And it is Agreed, that the said Mortgagee, its successors and assigns, may deduct from the payments made to it or them under this Mortgage, an amount of money sufficient to pay the contributions sufficient to secure such an amount of insurance upon the life of the said Herman F. Glanzer under the natural death feature of the Relief Department of the Baltimore and Ohio Railroad Company, as will equal the amount due from the said parties of the first part to the said Mortgagee at any time, which insurance the said parties of the first part have agreed with the said Mortgagee to maintain for its security by providing that this mortgage shall, in the event of the death of Herman F. Glanzer be purchased by his beneficiaries by the use of the death benefits and be held by the purchaser as security. The said Mortgagee, its successors or assigns, may also

deduct from said payments, from time to time, such sums of money as may be necessary to pay all taxes, ground rent, liens or other charges against said property, and also to pay any fire insurance premiums which must be paid to maintain the said amount of insurance on the property. If the amount of said payments in the hands of the said Mortgagee, its successors or assigns, shall not be sufficient, at any time, to pay the taxes, ground rent, liens or other charges against said property, or insurance premiums due, the said Mortgagee, its successors or assigns, may advance a sufficient amount to pay all such charges or premiums, if it so desires, and the amount so advanced, with interest, shall be a lien or charge upon said property and must be paid by the said parties of the first part, their heirs, personal representatives and assigns, as part of the principal sum of this Mortgage.

AND WHEREAS, it is the object of the mortgagee herein to give the advantages of loans only to persons in the employ of The Baltimore and Ohio Railraod Company, it is therefore, agreed by and between the parties hereto, and as a condition of the loan hereby secured, that in event the property herein described be conveyed by the said parties of the first part, without the consent of the party of the second part, in writing, to any persons not in the employ of The Baltimore and Ohio Railroad Company, then the said party of the second part shall have the option, upon not less than sixty days notice in writing, to the owner or to the occupant of, the premises herein described left on the premises, to declare the entire debt then unpaid to be due and demandable, any other provision herein to the contrary notwithstanding, and upon the failure of said first parties to immediately pay said debt, this mortgage shall thereupon become absolute and the said party of the second part shall thereupon have the right forthwith to foreclose this mortgage as upon default in the payment of the installments above mentioned. This right may be exercised at any time after any such conveyance be made, and no acceptance of payments from or on behalf of the grantee shall operate as a waiver thereof.

Witness the hands and seals of the said Mortgagors.

Signed, sealed and delivered in the presence of Edw. B. Eisenbrandt

Herman F. Glanzer (SEAL)
Blanch R. Glanzer (SEAL)

STATE OF MARYLAND, Baltimore City, to wit:

I Hereby Certify, that on this 27th day of October, in the year nineteen hundred and twenty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Herman F. Glanzer and Blanche R. Glanzer, his wife, the Mortgagors named in the foregoing Mortgage and did each acknowledge the foregoing Mortgage to be their respective act.

At the same time also personally appeared before me William M. Kennedy, agent of the said Mortgagee, The Real Estate and Improvement Company of Baltimore City, and made oath in due form of law that the consideration set forth in the aforegoing Mortgage is true and bona fide, as therein set forth, and the said William M. Kennedy further made oath, in due form of law, that he is the agent of the said Mortgagee and duly authorized to make this affidavit;

As Witness my hand and notarial seal.

(NOTARIAL SEAL)
Edw. B. Eisenbrandt
Notary Public.

Filed Oct. 6th. 1944. Recorded Oct. 30,1924, at 3 P.M. in W.N.W. No. 82, Folio 256 Land Records.

The indebtedness secured by this Mortgage from Herman F. Glanzer and Blanche R. Glanzer, his wife, to The Real Estate and Improvement Company of Baltimore City dated October 27th 1924, and recorded October 30th, 1924, among the Land Records of Anne Arundel County, Maryland, in Liber W.N.W. No. 82, folio 256, having been reduced by payments made by the grantors to Five hundred and twenty-six dollars and seventy-seven cents ($526.77), in consideration of the payment of the above amount to it by Blanche R. Glanzer, The Real Estate and Improvement Company of Baltimore City hereby assigns the within mortgage to said Blanche R. Glanzer, without recourse, with interest from August 22 , 1944.

While the mortgage aforesaid provides that certain natural death benefits maintained on the life of the said Herman F. Glanzer in the Relief Department of The Baltimore and Ohio Railroad Company, are assigned as collateral security for said Mortgage, it is hereby agreed between the parties hereto that insofar as said Mortgage is concerned such assignment and the natural death benefits shall be immediately cancelled and that the obligation, if any, on the part of the Assignor to maintain such benefits shall cease; and the Assignee by her acceptance hereof signifies her consent to such cancellation.

IN WITNESS WHEREOF, the said The Real Estate and Improvement Company of Baltimore City has caused its corporate name to be hereunto signed by R. L. Snodgrass, its Vice-President, and its duly attested corporate seal to be hereto attached, this 22nd day of August, A.D. 1944.

Attest: (CORPORATE SEAL) The Real Estate and Improvement Company of Baltimore City, by

G. F. May R. L. Snodgrass, Vice-President.

STATE OF MARYLAND CITY OF BALTIMORE, to wit:

On this, the 22nd day of August, 1944, before me John L. Brooks, the undersigned officer, personally appeared R. L. Snodgrass, who acknowledged himself to be the Vice-President of The Real Estate and Improvement Company of Baltimore City, a corporation and that he as such Vice-President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice-President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(NOTARIAL SEAL) John L. Brooks

My commission expires May 7th, 1945. Notary Public.

Received for Record 4 day of October, 1944, at 2:30 o'clock P.M. and the same day recorded in Liber W.N.W. No. 82, Fol. 260, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

The within mortgage purchased by me with no intent of merger with the equity of redemption, for value received, I hereby assign to Linwood L. Clark and Linnie Clark, his wife.

Witness my hand and seal this 1st day of September, 1944.

WITNESS: Mrs Marie Davis Blanche R. Glanzer (SEAL)

Received for Record 4 day of October, 1944 at 2:30 o'clock P.M. and the same day re-

corded in Liber W.N.W. No. 82, Fol. 260, Land Records of Anne Arundel County

John H. Hopkins, 3rd., Clerk.

This Mortgage being in default under its terms is hereby this 25th day of September 1944 assigned to Linwood L. Clark, Attorney, for purpose of foreclosure.

WITNESS OUR HANDS AND SEALS.

Witness. Linnie Clark (SEAL)

Susan M. Milos Linwood L. Clark (SEAL)

Received for Record 4 day of October, 1944, at 2:30 o'clock P.M. and the same day recorded in Liber W.N.W. No. 82, Fol. 260, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

BOND.

KNOW ALL MEN BY THESE PRESENTS, That We, Linwood L. Clark, 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 1st day of November, Nineteen Hundred and 44.

WHEREAS, by virtue of a power of sale contained in a mortgage from Herman F. Glanzer and Blanche R. Glanzer, his wife to Real Estate & Improvement Co. of Balto. City, bearing date on or about the 27th day of October Nineteen Hundred and forty-four the said Linwood L. Clark, Assignee, is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part.
And whereas default has been made in the payment of the interest and principal aforesaid and the said Linwood L. Clark, Assignee, is about to execute said power and make sale of the property described as aforesaid in said mortgage.

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

Witness: Linwood L. Clark (SEAL)

Lina J. Harper (CORPORATE SEAL) EAGLE INDEMNITY COMPANY

By: Benjamin Michaelson

Attorney-in-fact.

Filed Nov. 2" 1944.

MILITARY AFFIDAVIT AND STATEMENT OF MORTGAGE DEBT.

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:-

Linwood L. Clark, being first duly sworn on oath deposes and says that he is the duly authorized attorney to foreclose the mortgage in this matter, and makes this affidavit on behalf of the owners of said mortgage:

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 Assignees of said mortgage, 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 service of the United States, 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.

Linwood L. Clark,

Attorney for foreclosure

Subscribed and sworn to before me this 3rd day of November, 1944.

(NOTARIAL SEAL) Lillian M. Fine

Notary Public.

MORTGAGE CLAIM.

Herman F. Glanzer and
Blanche R. Glanzer, his wife, debtors

to Linnie H. Clark and
Linwood L. Clark

to amount of mortgage debt with interest due to November 22, 1944 $534.67

Linwood L. Clark, Assignee

AFFIDAVIT.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that before me a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Linwood L. Clark, Assignee, and made oath in due form of law that the matters and facts above set forth are true to the best of his knowledge and belief.

Witness my hand and seal this 3rd day of November, 1944

(NOTARIAL SEAL) Lillian M. Fine

Notary Public.

Filed Nov. 3" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of Herman F. Glanzer and Blanche R. Glanzer, his wife. — No. 8795 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 Linwood L. Clark, Attorney named in the assignment filed in

these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Herman F. Glanzer and Blanche R. Glanzer, his wife, dated October 27, 1924, and recorded among the land records of Anne Arundel County in Liber W.N.W. No. 82 Folio 256, to make sale of the property therein described in case of default, and default having been made thereunder, the said Linwood L. Clark, Attorney named in the assignment of said mortgage for foreclosure, 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 Southern Maryland Times, a newspaper published in Anne Arundel County, State of 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 for sale by public auction on the premises in Anne Arundel County, Maryland, on Monday, November 6, 1944 at 3 o'clock P.M., and then and there sold the said property to Philip J. Feick and Myrtle D. Feick, his wife, at and for the sum of Seven Hundred ($700.00) Dollars, it being then and there the highest bid therefor; said property being described as follows:

Beginning for the same on the northwest side of the Montevidio Road at the end of the fourth line of the lot of ground which by deed dated March 1, 1898, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 60, folio 74, was conveyed by Herman F. Glanzer and wife to Stephen E. Kirby and wife, and running thence, binding on the said fourth line, reversely north 41½ degrees west, four hundred and sixty-one and one-half (461½) feet to intersect the third line of the lot of ground which by deed dated April 27, 1914, and recorded among the aforesaid Land Records in Liber G.W. No. 123, folio 383, was conveyed by George A. Marks and wife to Herman F. Glanzer and wife, and thence binding reversely on said third line north 51 degrees east, two hundred and thirty (230) feet to the end thereof, and to a stone on the northeast side of the Montevideo Road, thence binding on the northeast side of the Montevideo Road, and reversely on the third and second lines of the lot of ground firstly described in a deed from George R. King to Charles Glanzer and wife, dated June 15th, 1894 and recorded among the aforesaid Land Records in Liber S.H. No. 47, folio 254, north 44 degrees west, sixteen (16) perches, and north 65 degrees west, thirteen and one-half (13½) perches to a stone, thence still binding on the northeast side of the Montevideo Road, and on the twenty-second and twenty-third lines of the lot of ground described in a deed from E. A. Kilbourne to Charles Glanzer, dated August 10, 1897, and recorded among the Land Records aforesaid, in Liber G.W. No. 7, folio 121, north 53½ degrees west, twenty-eight (28) perches, and north 63 degrees west, six (6) perches to the end of the third line of the lot of ground, secondly described in the deed from George R. King to Charles Glanzer, above referred to, and thence binding on the fourth and fifth line of said deed south, 21½ degrees west, twenty-three (23) perches to a post, and south 43 1/8 degrees east, twenty-five and three-fourths (25 3/4) perches to an apple tree at the beginning of said lot and to the beginning of the lot of ground firstly described in said deed, thence binding reversely on the fifth line of said firstly described lot, south 53 degrees east, twenty-five and one-half (25½) perches to a stone at the beginning of said fifth line and to intersect the third line of the lot of ground described in the deed from George A. Marks and wife, to Herman

F. Glanzer and wife, above referred to, at the distance of twenty-six (26) perches from the beginning of said line, thence binding on said line, south 51 degrees west sixteen and four-fifths (16 4/5) perches to the end thereof, and thence, binding on the fourth, fifth and sixth lines of said deed, south 39¼ degrees east, forty and four-fifths (40 4/5) perches to the center of the Montevideo Road, thence binding on the Montevideo Road, north 40¼ degrees east, nineteen and four-fifths (19 4/5) perches to the east side of the Montevideo Road, thence north 7½ degrees east fifteen and three-fifths (15 3/5) perches to the place of beginning, containing fifteen and one-half (15½) acres of land, more or less.

AND ALSO: All that certain piece or parcel of land situate in Montevideo, Anne Arundel County, Maryland, bounded and described as follows:

Beginning for the Wood lot four (4) at the northwest corner of Herbert Marks' lot and running thence North 36 degrees east, eight (8) perches to a stone on the east side of the Montevideo Road thence bounding on lot number three (3) one course, south 42 degrees east thirty-five and four-fifths (34 4/5) perches, thence south 32¼ degrees west, thirteen and two-fifths (13 2/5) perches to George R. Bennett's land and bounding thereon, one course, north 34 3/4 degrees west, thirty-eight (38) perches to the beginning, containing two (2) acres of land, one (1) rood and twenty-two (22) square perches of land, more or less.

Being all the lands described in the mortgage hereinbefore referred to and foreclosed in this case.

And the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also received the purchaser's agreement to comply with the terms of sale which are as follows:- A deposit of Three Hundred Dollars ($300.00) on the day of 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 to be adjusted to the day of sale.

Respectfully submitted,

Linwood L. Clark, Attorney of

Assignees for foreclosure.

STATE OF MARYLAND ANNE ARUNDEL COUNTY TO WIT:

I HEREBY CERTIFY that on this 8th day of November, 1944, before me, the subscriber, a Notary Public of the State of Maryland in and for said County, personally appeared Linwood L. Clark, Attorney named by Assignee for foreclosure, 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) Lillian M. Fine

Notary Public.

Filed Nov. 8" 1944

Certificate of Publication of NOTICE OF PUBLIC SALE

George W. Scible, Auctioneer. ASSIGNEE'S SALE of 17½ acres of rolling land having a frontage on Montevideo Road, Anne Arundel County, and improved by a 1½ story block and frame house.

Under and by virtue of the power of sale contained in a mortgage from Herman F. Glanzer and Blanche R. Glanzer, his wife, dated October 27, 1924, and recorded among the land records of Anne Arundel County, Maryland in Liber W.N.W. 82, folio 256, the undersigned, the Assignee for purpose of foreclosure, will offer for sale at public auction on the premises Monday, November 6th, 1944, at 3 P.M., the following described property:

About 15½ acres of land, more or less, having a frontage on Montevideo Road in Anne Arundel County, improved by a 1½ story block and frame house, about ½ mile South of Montevideo Station, and on same road 2 acres of wood land about one mile south of said station. Being the identical tracts of land and improvements fully described by metes and bounds in the aforesaid mortgage, with correct references in said mortgage to the two title deeds of said mortgagors.

TERMS OF SALE: A deposit of $300 will be required of the purchaser on the day of sale and the balance of the purchase money with interest thereon at the rate of 6% per annum to be paid in cash upon final ratification of sale. Taxes to be adjusted to the day of sale.

Linwood L. Clark, Assignee
Maryland Hotel Building,
Annapolis, Maryland

The Office of Southern Maryland Times Annapolis, Maryland

THIS IS TO CERTIFY That the annexed advertisement of NOTICE OF PUBLIC SALE was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 6th day of November, 1944, that is to say, the same was inserted in the issues of Oct. 13, 20, 27, 1944

The Southern Maryland Times

Charles O. Dulin Business Manager.
By Alverda D. Lauer.

Filed Nov. 8" 1944.

ORDER NISI.

ORDERED this 8" day of November, 1944, by the Circuit Court for Anne Arundel County, Maryland, that the sale of the property mentioned in these proceedings made and reported by Linwood L. Clark, Attorney for foreclosure named by Assignees, be ratified and confirmed, unless cause to the contrary be shown on or before the 9" day of December, 1944, provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, Maryland, at least once a week in each of three successive weeks (four weekly publications) before the 9" day of December, 1944.

The Report states the amount of sale to be $700.00.

John H. Hopkins, 3rd, Clerk

Office of The Southern Maryland Times Annapolis, Maryland

THIS IS TO CERTIFY That the annexed advertisement of Order Nisi was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 9th day of December, 1944, that is to say, the same was inserted in the issues of Nov 10-17-24 & Dec 1, 1944.

THE SOUTHERN MARYLAND TIMES

By: Alverda D. Lauer John L. O'Laughlin Business Manager

Filed Dec. 11" 1944.

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Anne Arundel County, State of Maryland this 11th day of December, 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 this cause; and that the Attorney be allowed all expenses incident to such sale, including a counsel fee of $25.00, and a commission equal to the commission allowed trustees for making sale of property by virtue of a decree of this Court", as provided in the mortgage herein foreclosed.

Ridgely P. Melvin, C.J.

Filed Dec. 11" 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

January 2, 1945 All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Herman F. Glanzer and Wife in ac. with Linwood L. Clark, Assignee

| | | |
|---|---|---|
| To Assignee for fee | $ 25.00 | $ |
| To Assignee for commissions | 44.12 | 69.12 |
| 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: | | |
| Southern Md. Times - advertising sale | 16.50 | |
| Southern Md. Times order nisi on sale | 6.67 | |
| Southern Md. Times order nisi on auditor's acct. | 5.00 | |
| Eagle Indemnity Co. - bond premium | 10.00 | |
| George W. Scible - auctioneer | 10.00 | |
| Lillian M. Fine - notary fees | 1.50 | |
| One-half Federal revenue stamps | .55 | |
| One-half State revenue stamps | .35 | 50.57 |
| To Linwood L. Clark and Linnie Clark, his wife, assignees of mortgage - in full for mortgage claim ($526.77 with interest from 8/22/44 to 11/6/44) | | 533.44 |
| To Herman F. Glanzer and Blanche R. Glanzer, his wife, mortgagors - this balance | | 19.15 |
| | | $710.03 |

| | | | | |
|---|---|---|---|---|
| Cr. | Nov. 6, 1944 | Proceeds of Sale | $ 700.00 | |
| | | Interest on deferred payment | 2.40 | $702.40 |
| | | Refund 1944 taxes ($51.24-adj) | | 7.63 |
| | | | | $710.03 |

ORDER NISI.

ORDERED, This 3rd., day of January, 1945, That the Report and Account of the Auditor filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 5th day of 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 5th day of February next.

John H. Hopkins, 3rd., Clerk.

Filed Jany. 3" 1945

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 __ that is to say, the same was inserted in the issues of Jan. 5, 12, 19, 1945.

The

THE SOUTHERN MARYLAND TIMES

Filed Feby. 2" 1945 Alverda D. Lauer, Asst. Secy.-Treas.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 8th day of Feb. 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.

Ridgely P. Melvin, C.J.

Filed Feb. 8" 1945.

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| In the Matter of Petition for | : | No. 8796 Equity |
| Change of Name of Jules M. Sax | : | In the Circuit Court for |
| vanGelder. | : | Anne Arundel County. |

3rd

PETITIONS.

To the Honorable, the Judges of said Court:

The Petition of Jules M. Sax vanGelder respectfully shows:

1. That he is a Corporal in the United States Army, ASN 32528645, his Unit being Hdqt. 20th Battalion, 5th Regiment.

2. That on November 8th, 1943, being then a private in the U. S. Army stationed at Camp Hood, Texas, he was sworn in as a citizen of the United States in Waco, Texas. On that occasion he requested that his name be changed from "Julius M. Sax" to "Jules M. Sax vanGelder", thus adding his mother's maiden name to his own name and changing his first name.

3. That your Petitioner is now advised that it would be best for him and all concerned

to have his name changed back to the shorter one of "Julius M. Sax", and he, therefore, respectfully petitions the Court to pass an Order to that end.

Respectfully submitted,

Jules M. Sax vanGelder.

Petitioner.

STATE OF MARYLAND Anne Arundel County, __

I hereby certify that on this 5th day of October, 1944, before me, KEITH W. GRESSER 2nd Lieutenant, F. A., Adjutant, 20th Battalion, AGFRD#1, personally appeared the above named Petitioner, Jules M. Sax vanGelder, Corporal U.S.A., 20th Batt. 5th Reg., and made oath in due form of law that the matters stated in the aforegoing Petition are true.

Keith W. Gresser 2nd Lt, FA

Adjutant, 20th Bn, AGFRD#1 Fort George G.Meade,Md.

Filed Oct. 6" 1944.

ORDER OF COURT.

Upon the aforegoing Petition and affidavit, it is hereby ORDERED this Sixth day of October, 1944, by the Circuit Court for Anne Arundel County, that the name of the Petitioner, Jules M. Sax vanGelder be, and it is hereby, changed to Julius M. Sax.

Costs of this proceeding to be paid by the Petitioner.

Ridgely P. Melvin, C.J.

Filed Oct. 6" 1944.

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| | | |
|---|---|---|
| In the Matter of the Adoption of | : | No. 8798 Equity. |
| the infant child, Ernest Coleman. | : | In the Circuit Court for |
| | : | Anne Arundel County. |

PETITION FOR ADOPTION.

To the Honorable, the Judges of said Court.

The Petition of James E. Crowner and Carrie B. Crowner, his wife, respectfully states.

1st: That your petitioners are married and living in the Seventh Election District of Anne Arundel County and have no children born to them as a result of their marriage.

2nd: That the above named infant child was born at the Gallinger Municipal Hospital, Washington, D.C. on March 1, 1942 to one Frances Coleman, an unwed mother, who has agreed to the adoption by your petitioners, who are financially able to raise and educate said child.

3rd: That your petitioners have known the child long enough to know that he will fit into their home, and are therefore anxious to adopt him as their own, that he might inherit the fruits of their labors in years to come.

To the end therefore,

Your petitioners pray the Court to decree that Ernest Coleman be the legally adopted child of your petitioners, James E. Crowner and Carrie B. Crowner, his wife, and that the child's name be changed to Anthony Bowles Crowner.

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

Eugene P. Childs, Sol. for Petitioners.

James E. Crowner
Carrie B. Crowner, Petitioners.

Filed Oct. 11th., 1944.

ANSWER OF FRANCES COLEMAN, MOTHER.

The Answer of Frances Coleman, mother of the infant child, Ernest Coleman, respectfully states.

1st: That she is the mother of the infant child, Ernest Coleman, who was born at the Gallinger Municipal Hospital on March 1, 1942.

2nd: That she is unable to give to the child the advantages in life that he should have.

3rd: That she believes it would be to the best interest and advantage of said child that he be adopted by James E. Crowner and Carrie B. Crowner, his wife, as they are able to give to the child opportunities and advantages that your respondent could not give. Your respondent therefore deems it her duty to make secure her child's future by consenting to the passage of a decree of adoption.

Frances Coleman, Mother.

Filed Oct. 11" 1944.

CERTIFICATES OF CHARACTER.

This is to certify that I have known James E. Crowner for many years and his wife, Carrie B. Crowner, since her marriage to James E. Crowner in December 1938. That they are people of good standing in their neighborhood and are well able to care for and educate a child, having none of their own.

I therefore recommend to the Court the above named James E. Crowner and Carrie B. Crowner, his wife, as being worthy people and as being financially able and temperamentally suited to rear and educate a child.

Mrs Geo T. Dent

This is to certify that James E. Crowner and Carrie B. Crowner, his wife, are residents of the neighborhood in which I live. That I believe them to be good and substantial citizens and well able to rear and educate a child. I therefore believe that a child without a good home would be fortunate to be adopted by the above named parties.

Mrs. Wm. W. Cliff
Shady Side, Md. Box 42

Filed Oct. 11" 1944.

DECREE.

The aforegoing Petition, Answer and Certificates of Character and fitness of the petitioners having been read and considered, and it appearing that the best interest and welfare of the infant child, Ernest Coleman, will be promoted by his adoption as in said petition prayed.

It is thereupon, this 11th day of October in the year 1944 by the Circuit Court for Anne Arundel County, adjudged, ordered and decreed that the infant child, Ernest Coleman, be and he is hereby decreed to be the adopted child of James E. Crowner and Carrie B. Crowner, his wife, and shall be entitled to the same rights of inheritance and distribution as to the estate of the petitioners, and to the same rights of protection, education

and maintenance as if born to James E. Crowner and Carrie B. Crowner, his wife, the petitioners in lawful wedlock.

It is further decreed that the name of the infant child, Ernest Coleman, be changed to Anthony Bowles Crowner.

Ridgely P. Melvin, C.J.

Filed Oct. 11" 1944

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|---|---|---|
| EX PARTE | : | No. 8799 Equity. |
| In the Matter of the adoption | : | In the Circuit Court for |
| of EDWARD THOMAS GOODALE | : | Anne Arundel County. |

PETITION, CONSENT, and CERTIFICATE OF CHARACTER.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of William Henry Lomax, Jr., and Christine Pauline Lomax, his wife, by Edward J. Brannan, their Solicitor respectively represents unto your Honor:

1. That your Petitioners are married and reside at Hanover, in the Fourth Election District of Anne Arundel County, in the State of Maryland; and that they are financially able to support and educate a child.

2. That the said Edward Thomas Goodale was born on February 6th, 1944 at George Washington University Hospital, in Washington, D.C.

3. That the father of the said infant child is Edward J. Goodale and that the mother of the said child is Edith I. Warns.

4. That the mother of the said infant child has place_him in the custody of your Petitioners, who have become attached to the said infant and desire to adopt him as their own; that your Petitioners believe and aver that they are fit persons to care for and rear the said infant, and that the adoption will be for the infants best interest and welfare.

5. That your Petitioners desire the name of the said infant be changed from Edward Thomas Goodale to William Henry Lomax, 3rd.

6. That the father and mother of the said infant child hereby consent to the adoption of Edward Thomas Goodale by your Petitioners, as is shown by their consent attached hereto and prayed to be taken as part of this Petition

7. That your Petitioners also attach hereto and Pray to be taken as part of this Petition the Certificate of Marie Blottenberger and Fay A. Sass, both residents of Anne Arundel County, who vouch for your Petitioners character.

TO THE END THEREFORE:

1. That Edward Thomas Goodale be declared the adopted son of William Henry Lomax, Jr., and Christine Pauline Lomax, his wife.

2. That the name of the said child be changed from Edward Thomas Goodale to William Henry Lomax, 3rd.

3. That a new birth certificate be issued in accordance with Section 22, Article 43 of the Maryland Code.

Edward J. Brannan
Solicitor for Petitioners

Wm. H. Lomax, Jr. Petitioner
Christine Pauline Lomax, Petitioner.

The undersigned, Edith Warns and Edward J. Goodale of Baltimore, Maryland, mother and father respectively, of the infant child Edward T. Goodale, born February 6, 1944, hereby consent as evidence by their signatures hereto to the adoption of the said infant Edward T. Goodale by William Henry Lomax and Christine Pauline Lomax, his wife, as prayed in the aforegoing petition for adoption.

Edith I. Warns

Edw J Goodale

STATE OF MARYLAND; CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 14th day of June, 1944, before me a Notary Public in and for City aforesaid, personally appeared Edward T. Goodale and Edith_Warns and they acknowledged the aforegoing consent to be their act.

(NOTARIAL SEAL)

Ella L. Holland

Notary Public.

We, the undersigned, residents of Anne Arundel County, hereby certify that we know the Petitioners, William Henry Lomax, Jr., and Christine Pauline Lomax, his wife, for a period of at least 10 years and we certify that in our opinion, they are persons of reputable and good character in our community and would be fit parents to have the care and custody of the adopted child, Edward T. Goodale, they are persons of high morals and we feel that the welfare of the child would be greatly promoted if adopted by them.

Fay A. Sass — Myrtle W. Chaney Witness

Marie Blottenberger — Myrtle W. Chaney Witness

STATE OF MARYLAND; COUNTY OF ANNE ARUNDEL; to Wit:

I HEREBY CERTIFY, that on this 24 day of June, 1944, before me a Notary Public for the State and County aforesaid, personally appeared Fay A. Sass and Marie Blottenberger and they acknowledged the aforegoing certificate of character to be true and correct according to their knowledge, information and belief.

(NOTARIAL SEAL)

Myrtle W. Chaney

My commission expires May 1945

Notary Public

Filed Oct. 11" 1944.

DECREE FOR ADOPTION Oct. 13, 1944

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

It is thereupon, on this 13th day of October, 1944, by the Circuit Court of Anne Arundel County, Adjudged, Ordered and Decreed, that the Infant Edward Thomas Goodale mentioned in these proceedings be and he is hereby decreed to be the legally adopted child of William Henry Lomax, Jr. and Christine Pauline Lomax, his wife, as prayed in said Petition.

It is further Adjudged, Ordered and Decreed, that the name of said Infant be and it is hereby changed from Edward Thomas Goodale to William Henry Lomax, 3rd, and that the said Petitioners pay the costs of the Proceedings to_taxed by the Clerk.

Ridgely P. Melvin, C.J.

Filed Oct. 13" 1944.

J.H.H. #58

| | | |
|---|---|---|
| J. PAUL ROCKLIN, Assignee | : | No. 8785 Equity. |
| vs. | : | In the Circuit Court for |
| FRANK S. EATON and MARGARET J. EATON, his wife | | Anne Arundel County. |

ORDER TO DOCKET SUIT.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage and Assignment attached hereto as Exhibits

J. Paul Rocklin, Assignee.

THIS PURCHASE MONEY MORTGAGE, Made this 30th day of August, 1940, by and between Frank S. Eaton and Margaret J. Eaton, his wife of Baltimore, State of Maryland, Mortgagor, and HOME OWNERS' LOAN CORPORATION, a corporate instrumentality of the United States of America, organized and existing under and by virtue of an Act of the Congress of the United States of America, known as the Home Owners' Loan Act of 1933, as amended, having its principal office and place of business in the City of Washington, District of Columbia, Mortgagee.

WHEREAS, Mortgagor is indebted unto Mortgagee in the sum of One Thousand Five Hundred Thirty ($1530.00) Dollars, in consideration whereof Mortgagor has made and passed unto Mortgagee one promissory note of even date herewith, for the aforesaid sum with interest thereon at the rate of four and one-half per cent. (4½%) per annum, accounting from the 30th day of August, 1940, until paid, which sum with interest as aforesaid, Mortgagor covenants to pay to Mortgagee in lawful money of the United States of America, at its Regional Office in Baltimore, Maryland, or at such other place as Mortgagee may designate, in installments of $11.70 on the 30th day of each month, beginning on the 30th day of September, 1940, and continuing until the 30th day of August, 1955, on which last mentioned date all unpaid balances shall be due and payable in any event, said installments to be applied first to interest on the unpaid balance of principal and the remainder to principal until said debt is paid in full, with privilege to the Mortgagor to prepay said debt or any part thereof at any time whereupon interest will be charged only on the unpaid balance of principal and if the same is collected by an attorney, Mortgagor agrees to pay all costs of collection, including an attorney's fee, not exceeding ten per cent; and

WHEREAS, in order to secure the prompt payment of said mortgage debt, in the installments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and the sum of ONE DOLLAR the Mortgagor does hereby grant and convey unto the Mortgagee, its successors and assigns, all that lot of ground situate in Fifth Election District, Anne Arundel County, State of Maryland, and described as follows:

Known and described as Lot No. 29 on the Plat of Sweetser Heights, formerly called Plan No. 2 of Howard Farm, a portion of said plat showing the said Lot No. 29 being recorded among the Land Records of Anne Arundel County. The said lot having a frontage of 68 feet on Charles Street and a frontage of 330 feet on Eleanor Avenue, and being located on the Southeast corner of the intersection of the said Charles Street with the said Eleanor Avenue.

BEING the same lands and premises which the said Home Owners' Loan Corporation by Deed dated the 14th day of August, A.D. 1940, not yet recorded, but intended so to be, in the Office for the Recording of Deeds, etc., at Annapolis in and for Anne Arundel County, granted and conveyed unto the said Frank S. Eaton and Margaret J. Eaton, his wife, as tenants by the entireties.

Said Deed though dated as above noted, nevertheless, was delivered the same day as the delivery of this Mortgage, both being part of one simultaneous transaction, and this mortgage is given to secure a part of the purchase price of the above described lands and premises.

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

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

PROVIDED that if Mortgagor shall pay or cause to be paid the aforesaid debt and all other sums hereby secured, with all interest thereon accrued when and as the same may be due and payable, and shall perform all the covenants herein on Mortgagor's part to be performed, then this Mortgage shall be void; and provided further that Mortgagor shall retain the exclusive right of possession of the said property, and all rights, benefits and liabilities concurrent therewith, until such time after a default in the premises as Mortgagee, in its discretion, shall demand possession thereof by an instrument in writing addressed to Mortgagor at Sweetser Heights-Lansdowne P.O. Md. and deposited in the United States mail, registered and postage prepaid.

A. AND MORTGAGOR COVENANTS AND AGREES HEREBY:

(1) To pay immediately when due and payable the aforesaid mortgage indebtedness, evidenced by aforesaid promissory note (and any extension or renewal thereof),and to pay all installments of ground rent, (if any), taxes, water rents, assessments, levies, public debt and charges of every kind, which affect said property or which affect this mortgage or the indebtedness hereby secured, together with the premiums and costs necessary to provide any fire or other insurance upon the buildings and improvements now situate or hereafter constructed in or upon said property as required by Mortgagee from time to time, satisfactory to and with loss payable to Mortgagee; payment of said ground rent (if any), taxes, water rents, assessments, levies, public debt and charges of every kind, and insurance premiums and costs to be made by paying to Mortgagee, concurrently with each installment of principal and interest provided for hereinabove and in addition to any and all other payments to be made by Mortgagor hereunder, installment payments at the rate of at least one-twelfth (1 1/2) per month of the aggregate amount (as estimated by Mortgagee from time to time) of such annual ground rent (if any), taxes, water rents, assessments, levies, public debt and charges of every kind and insurance premiums and costs, and any additional sums of money the Mortgagee may demand from time to time to pay such items in the event the estimated installments as above mentioned are insufficient for such purposes;

(2) To commit or suffer no waste of said property, to maintain and keep the same in

good condition and repair and promptly to effect such repairs thereof as Mortgagee, in its judgment, may require, at Mortgagor's own expense;

(3) Not to permit or suffer, without the written consent of Mortgagee:

(a) The use of any of said property for any purpose other than that for which the same is now designed or used; or

(b) Any alteration of or addition to the buildings or improvements now situate or hereafter constructed in or upon said property;

(4) To repay to Mortgagee, immediately and without demand, in lawful money of the United States of America, at Mortgagee's Regional Office in Baltimore, Maryland, or at such other place as Mortgagee may designate, all funds hereafter advanced by Mortgagee pursuant to any covenant herein contained, with interest thereon from date of advance until repaid, at the rate specified in said note;

(5) To comply promptly with all laws, ordinances, covenants, regulations and restrictions affecting said property or its use; and

(6) To promptly pay and settle or cause to be removed all claims against any of said property which affect the rights of Mortgagor or Mortgagee therein or thereto, and seasonably to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagor or Mortgagee hereunder, and Mortgagor shall pay all costs and expenses, in any such action or proceeding in which Mortgagee shall appear.

B. AND IT IS HEREBY MUTUALLY COVENANTED AND AGREED BY AND BETWEEN MORTGAGOR AND MORTGAGEE:

(1) That Mortgagee shall not be liable for the payment of any interest on any monies received by it pursuant to paragraph A (1) above, nor incur any liability on account of any such monies except to account to Mortgagor for their receipt and disbursement thereunder; that any or all of such monies may be commingled with the general funds of Mortgagee, and, as well as any other funds received by Mortgagee on account of the aforesaid mortgage indebtedness, may be retained by Mortgagee for the future payment of ground rent (if any), taxes, water rents, assessments, levies, public debt and charges of every kind, and insurance premiums and costs together with any interest, penalties, costs and other charges accrued thereon, when the same become due, payable, past due or delinquent, or may be applied at any time to such payment of all or any part of said items, or of any mortgage indebtedness hereunder; that all payments of such ground rent (if any), taxes, water rents, assessments, levies, public debt and charges of every kind, and insurance premiums and costs made by Mortgagee hereunder shall be in such amounts as are shown, to be due, payable, past due or delinquent by Mortgagee's records, by bills or statements issued by proper authority or by any data or information received by Mortgagee; and that when all of the mortgage indebtedness hereunder shall be paid in full, Mortgagee shall refund to Mortgagor, without interest, all unexpended and unapplied monies received by it pursuant to paragraph A (1) above, but none of said monies shall be withdrawn by Mortgagor while any of mortgage indebtedness hereunder remains unpaid; and that Mortgagor shall promptly obtain, approve and deliver to Mortgagee, on demand, any and all bills and statements for the aforesaid ground rent (if any), taxes,

water rents, assessments, levies, public debt and charges of every kind, and insurance premiums and costs, and Mortgagor shall also deliver to Mortgagee any and all insurance policies effecting the buildings and improvements situate upon the property herein described which may at any time be issued to Mortgagor;

(2) That all awards of damages in connection with any condemnations for public use of or injuries to any of said property are hereby assigned and shall be paid, after payments of all reasonable expenses incurred in any proceedings in which such awards are made, to Mortgagee, who may apply the same to payment of any portion of the mortgage indebtedness, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award;

(3) That no waiver by Mortgagee or performance of any obligation herein or in said note contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said obligations;

(4) That Mortgagee is hereby authorized and empowered, at its option at any time, without notice and without affecting the liability of any person for payment of any indebtedness secured hereby or the lien upon said property hereby created or the priority of said lien, to

(a) Deal in any way with Mortgagor or grant to Mortgagor any indulgences or forbearances or any extensions of the time for payment of any indebtedness secured hereby;

(b) Pay to or permit the use for any purpose by Mortgagor of any rents, revenues or other moneys received by Mortgagee under any insurance policy or award herein mentioned or otherwise; and

(c) Execute and deliver waivers as to easements and partial releases, of any of said property from the lien created hereby;

(5) That each right, power and remedy herein or in said note, conferred upon Mortgagee is cumulative of every other right or remedy of Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith;

(6) That all moneys received by Mortgagee hereunder by Mortgagor may be applied to the payment of any indebtedness secured hereby in such order as Mortgagee may determine notwithstanding any provisions to the contrary herein or in said note contained;

(7) That each covenant, agreement and provision herein contained shall apply to, inure to the benefit of and bind Mortgagor and Mortgagee and their respective heirs, personal representatives and assigns and successors in interest and shall bind all encumbrancers of any of said property whose liens or claims are junior or inferior to the lien created hereby, and the term "Mortgagee", as used herein, shall include any lawful owner, holder or pledgee of any indebtedness secured hereby;

(8) That wherever the context hereof requires the singular number, as used herein, shall include the plural;

(9) That time is of the essence hereof and if default be made and continued for a period of thirty (30) days in making any payment under said note (or any extension or renewal thereof) or in making as herein provided any payment of any other indebtedness hereby secured, or if default be made in the performance of any other covenant or agreement of Mortgagor herein contained, or if proceedings be instituted or process be is-

sued, to enforce any other lien, charge or encumbrance upon or against any of said property, or if Mortgagor be declared a bankrupt or insolvent or make an assignment for the benefit of any creditor or be placed under control of or in custody of any Court, or if Mortgagor abandon any of said property, then in any of such events of default, Mortgagee is hereby authorized and empowered, at its option, without notice and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder, to

(a) Perform any such defaulted covenant or agreement to such extent as Mortgagee shall determine and advance all such moneys as Mortgagee shall deem necessary to expend for any such purpose, and all moneys so advanced and expended by Mortgagee, with interest as hereinbefore provided, are secured hereby and shall be repaid immediately and without demand, by Mortgagor to Mortgagee; and

(b) Declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and enforce any of the rights which accrue to Mortgagee hereunder;

(10) That upon payment of all indebtedness hereby secured and full performance hereunder by Mortgagor, Mortgagee shall execute and deliver to Mortgagor, within sixty (60) days after Mortgagee's receipt of written demand therefor by Mortgagor, a release of this mortgage;

(11)____

(12) That in case of any default in the payment of any installment of principal or interest hereunder, made and continued for a period of thirty (30) days, or in the event of default in the performance of any covenant herein contained, then in either or any of said events it shall be lawful for the Mortgagee or John I. Rowe, and J. Oliver Clark, or either of them, at any time after such default, to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges, advances and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 inclusive of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, and such sale shall be made in the manner following, viz., upon giving twenty (20) days' notice of the time, place, manner and terms of sale, in a newspaper printed in Anne Arundel County, and such other notices as by Mortgagee may be deemed expedient; and in the event of a sale of said property under the assent to decree or powers hereby granted, the proceeds arising from such sale, to apply first to the payment of all expenses incident to such sale, including a fee of Twenty-five 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 Mortgagee, whether the same shall have matured or not, and the surplus (if any) shall be paid to Mortgagor, or to whomever may be entitled thereto; and Mortgagor does hereby covenant and agree that upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, or under the assent to decree as hereinbefore set forth, there shall become due from Mortgagor to the party inserting said advertisement

or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which expenses, costs and commission Mortgagor does hereby covenant to pay, and Mortgagee or John I. Rowe and J. Oliver Clark or either of them, shall not be required to receive the principal and interest only of said Mortgage debt and of all other sums hereby secured 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 Mortgagor covenants to warrant specially said property and to execute such further assurance thereof as may be requisite.

WITNESS the hand and seal of Mortgagors.

Edith C. Wolfangle — Frank S. Eaton (SEAL)

Test: ___ — Margaret J. Eaton (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To-wit:

I HEREBY CERTIFY that on this 30th day of August, 1940, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frank S. Eaton and Margaret J. Eaton, his wife the Mortgagors and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared J. Oliver Clark Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) — Edith C. Wolfangle

My commission expires the 5th day of May,1941. — Notary Public.

Recorded 30" Aug. 1940 at 2 P.M /in J.H.H. No. 222,Fol.272, Land Records.

Filed Sept. 11" 1944.

EXHIBIT (ASSIGNMENT)

THIS ASSIGNMENT OF MORTGAGE, made this 12th day of August, 1944, by the HOME OWNERS' LOAN CORPORATION, a body corporate,

WITNESSETH, that in consideration of the sum of Five Dollars ($5.00) and other valuable consideration, the said HOME OWNERS' LOAN CORPORATION doth hereby grant and convey, without recourse to it, the HOME OWNERS' LOAN CORPORATION, unto J. PAUL ROCKLIN, of the City of Baltimore, in the State of Maryland, his personal representative and assigns, all that certain mortgage from FRANK S. EATON and MARGARET J. EATON, his wife, to the HOME OWNERS' LOAN CORPORATION, dated August 30, 1940, and recorded August 30, 1940 in Liber J.H.H. No. 222, Fol. 272, one of the land Records of Anne Arundel County, State of Maryland, together with the property thereby conveyed and the mortgage debt thereby secured, subject however, to the right of the said mortgagors, their heirs or assigns, to release the indebtedness secured by said mortgage with bonds of the HOME OWNERS' LOAN CORPORATION at their face value.

AND THE HOME OWNERS' LOAN CORPORATION does hereby constitute and appoint H. A. BECHTEL, to be its Attorney, for it and in its name and as and for its corporate act and deed to acknowledge this ASSIGNMENT OF MORTGAGE to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the HOME OWNERS' LOAN CORPORATION has caused this instrument to be executed and its corporate seal to be hereunto affixed by D. L. SHIELDS, its Asst. Treasurer, hereunto duly authorized this 12th day of August, 1944.

ATTEST: (CORPORATE SEAL) HOME OWNERS' LOAN CORPORATION

H. A. BECHTEL By D. L. Shields

Asst. Regional Treasurer. Asst. Treasurer

STATE OF NEW YORK: COUNTY OF NEW YORK: To-Wit:

I HEREBY CERTIFY that on this 12th day of August, 1944, before me, Max Lieberman, Commissioner of Deeds for the State of Maryland, residing in the State of New York, the undersigned officer, personally appeared H. A. BECHTEL, the Attorney named in the aforegoing Assignment of Mortgage and by virtue and in pursuance of the Authority therein conferred upon him, acknowledged the said Assignment of Mortgage to be the act and deed of said HOME OWNERS' LOAN CORPORATION.

AS WITNESS my hand and seal,

(COMMISSIONER OF DEEDS SEAL) Max Lieberman

Commissioner of Deeds State of Maryland

Com. exp. 3/30/45 Residing in State of New York

Recorded Aug. 28" 1944 at 2 P.M. in J.H.H. No. 313, Fol. 121, Land Records

Filed Sept. 11" 1944.

AFFIDAVIT OF NON-MILITARY SERVICE.

STATE OF MARYLAND CITY OF BALTIMORE ss.

I HEREBY CERTIFY that, on this 30th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, and residing in the City of Baltimore aforesaid, appeared J. PAUL ROCKLIN, and made oath in due form of law that Frank S. Eaton and Margaret J. Eaton, his wife, are not in the Military Services of the United States of America.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my Notarial Seal.

J. Paul Rocklin, Affiant Geo. M. Mullen

(NOTARIAL SEAL) Notary Public

My Commission Expires May 7, 1945.

Filed Oct. 9" 1944.

STATEMENT OF MORTGAGE DEBT.

| | |
|---|---|
| Balance of principal | $1213.92 |
| Interest to October 9, 1944. | 9.10 |
| | $1223.02 |

J. Paul Rocklin, Assignee

State of Maryland, City of Baltimore, Sct.

I hereby certify, that on this ninth day of October, 1944, before me, a notary pub-

lic of the State of Maryland, in and for said City of Baltimore, personally appeared J. Paul Rocklin, assignee, 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) Geo. M. Mullen, Notary Public

My Commission Expires May 7,1945

Filed Oct. 10" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS, That We, J. Paul Rocklin 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 ($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 10th day of October, Nineteen Hundred and 44

WHEREAS, by virtue of a power of sale contained in a mortgage from Frank S. Eaton & Margaret J. Eaton to Home Owners Loan Corporation bearing date on or about the 30th day of August Nineteen Hundred and 40 the said J. Paul Rocklin, Assignee is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said J. Paul Rocklin, Assignee is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden J. Paul Rocklin Assignee do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the prceeds 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: J. Paul Rocklin (SEAL)

Morris Albert Assignee

(CORPORATE SEAL) EAGLE INDEMNITY COMPANY

By: Benjamin Michaelson,Attorney-in-fact.

Filed Oct. 10" 1944.

J. Paul Rocklin, Assignee No. 8785 Equity

vs. In the Circuit Court for

Frank S. Eaton and Margaret J.Eaton,his wife. Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of J. Paul Rocklin, Assignee of the mortgage filed in this case, respectfully shows:

That the said mortgage being overdue and in default, he did, after giving bond with surety duly approved, advertised the said property for sale on Tuesday, October 10, 1944,

at 2:30 o'clock, P.M., by advertisement in the Maryland Gazette, a newspaper printed weekly at Annapolis, Maryland, for more than three (3) successive weeks before the day of sale, and in pursuance of said notice, he did attend in person at the Court House Door in the City of Annapolis, Maryland, on Tuesday, October 10, 1944, at 2:30 o'clock P.M., that being the time and place advertised for said sale, and did then and there offer said property mentioned in the mortgage filed in this case at public auction, and sold the same at and for the sum of Thirteen Hundred ($1,300.00) Dollars to Jeanne Callahan, she being then and there the highest bidder for the same, and he files herewith a certificate of the auctioneer as to said sale.

All of which is respectfully submitted.

J. Paul Rocklin, Assignee.

STATE OF MARYLAND CITY OF BALTIMORE ss.

I HEREBY CERTIFY, that on this 11th day of October, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared J. PAUL ROCKLIN, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing report of sale are true, and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Ada Mazer Notary Public.

ADVERTISEMENT OF SALE.

J. Paul Rocklin, Attorney at Law Court Square Building, Balto. Md.

Assignee's Sale of Real Estate at Sweetser Heights.

By virtue of a power of sale contained in a Mortgage from Frank S. Eaton and Margaret J. Eaton, his wife, dated August 30, 1940, to the Home Owners Loan Corporation and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 222 folio 272, which Mortgage was duly assigned to J. Paul Rocklin by assignment dated August 12, 1944 and Recorded as aforesaid in Liber J.H.H. 313-121 which Mortgage is now in default, I will offer for sale at Public Auction at the Court House door in the City of Annapolis on Tuesday, October 10, 1944 at 2:30 P.M.

All that lot known and described as lot No. 29 on the plat of Sweetser Heights, formerly called Plan 2 of Howard Farm, a portion of said plat showing the said lot No. 29 being recorded among the Land Records of Anne Arundel County.

The said lot having a frontage of 68' on Charles street and a frontage of 330' on Eleanor avenue and being located on the South East Corner or intersection of said Charles street with the said Eleanor avenue.

Improved by 1 story frame dwelling containing 5 rooms and one bath. Pipeless furnace and garage in rear.

Subject to a 6' easement along Eleanor avenue and Charles street for the planting of trees, construction of side walks and grass plots.

TERMS OF SALE: A deposit of $300 will be required of the purchaser at the time of sale. The balance of the purchase money to bear interest at 6% per annum from the date of sale, payable in cash upon ratification of the same by the Circuit Court for Anne Arundel County.

J. Paul Rocklin, (Assignee)

William B. Elliott, Auctioneer.

I Hereby Certify that I have on this 10th day of October, 1944, sold the property described in the within report of sale at and for the sum of $1300.00 to Jeanne Callahan she being then and there the highest bidder, and I further Certify that the Sale was fairly made.

William B. Elliott, Auctioneer.

ORDER NISI.

Ordered, this 13th day of October, 1944, That the sale of the property mentioned in this proceedings made and reported by J. Paul Rocklin, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of November next.

The report states that the amount of sales to be $1,300.00

John H. Hopkins, 3rd., Clerk.

CERTIFICATE OF PUBLICATION Annapolis, Md., November 17, 1944.

We hereby certify, that the annexed Order Nisi - Eq. 8785 - J. Paul Rocklin vs. Frank S. Eaton & 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 14 day of November, 1944. The first insertion being made the 19 day of October, 1944

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed Nov. 17" 1944.

ORDERED BY THE COURT, This 17" day of November, 1944 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, C.J.

Filed Nov. 17" 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

December 20, 1944.

All of which is respectfully submitted.

Laura R. Jickling, Auditor

Dr. J. Paul Rocklin, Assignee, vs. Frank S. Eaton and Wife in ac. with J. Paul Rocklin, Assignee

| | | |
|---|---|---|
| To Assignee for Fee | $ 10.00 | $ |
| To Assignee for Commissions | 69.72 | 94.72 |
| 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 | | 21.00 | |
| Capital-Gazette Press - Order Nisi on Sale | | 5.00 | |
| Capital-Gazette Press - Order Nisi on this ac. | | 5.00 | |
| Eagle Indemnity Co. - bond premium | | 10.00 | |
| Wm. B. Elliott - account fee | | 10.00 | |
| One-half Federal revenue stamps | | .83 | |
| One-half State revenue stamps | | .65 | |
| George M. Mullen - notary fees | | .50 | 52.98 |
| To J. Paul Rocklin, Assignee - this | | | |
| Balance on account mortgage claim | | | 1,128.44 |
| | | | $1,313.89 |
| Amount of mortgage claim filed | | 1,223.02 | |
| Cr. Amount allowed as above | | 1,128.44 | |
| Balance subject to decree in personam | | 94.58 | |

| | | |
|---|---|---|
| Cr. Oct. 10, 1944 | Proceeds of Sale | $1,300.00 |
| | Interest on deferred payment | |
| | from 10/10/44 to 11/17/44 | 6.33 |
| | | 1,306.33 |
| | Refund 1944 taxes - 82 days | 7.56 |
| | | $1,313.89 |

ORDER NISI.

ORDERED, This 24th 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 25th day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 24" 1944

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 12, 1945.

We hereby certify, that the annexed Order Nisi Eq. 8785 Frank S. Eaton 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 25 day of January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed April 3rd. 1945

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of April, 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.

Ridgely P. Melvin, C.J.

Filed April 6" 1945.

| | | |
|---|---|---|
| IN the Matter of the Adoption of Thomas | : | No. 8802 Equity |
| John Atkins, Infant, by Wilson J. Dye, | : | In the Circuit Court for |
| Jr. and B. Louise Dye, his wife | : | Anne Arundel County. |

PETITION FOR ADOPTION & EXHIBITS

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of Wilson J. Dye, Jr. and B. Louise Dye, his wife, respectfully shows:

First. That your Petitioners are residents of Anne Arundel County, Maryland, at South River Park, in the First Election District of said County.

Second. That your Petitioners have resided in Anne Arundel County for a period of three years, and that they are childless.

Third. That during the early part of November, 1943, the said Thomas John Atkins was placed in the care and custody of the Petitioners by the Anne Arundel County Welfare Board, and the child has since been in the care and custody of your Petitioners, Your Petitioners file herewith an affidavit made by Lucy Mildred Smith Hauser, wherein she consents and agrees to the passage of an order of this Court for the legal adoption of the infant child, which affidavit is prayed to be taken as a part hereof. The whereabouts of the father of said infant are unknown.

Fourth. That your Petitioners, being childless, have an affection for this infant child who has been in their custody since early November, 1943, the child having been born September 19, 1943, and they desire to legally adopt him and have his name legally changed to Wilson James Dye, III, to the end that he may be reared as their own.

Fifth. That your Petitioner, Wilson J. Dye, Jr. is employed as an electric welder at the shipyard at Eastport, 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 herewith state that the child is in a good and healthy condition.

NOW, THEREFORE, Your Petitioners pray your Honors to pass a Decree declaring that the infant be the adopted child of the Petitioners, Wilson J. Dye, Jr. and B. Louise Dye, his wife, and that the name of the said infant be changed to that of Wilson James Dye, III, and granting such other and further relief as this case may require.

AND AS IN DUTY BOUND, etc.

George E. Rullman
Solicitor for Petitioners

Wilson J. Dye Jr.
B. Louise Dye , Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this 18th day of October, in the year 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Wilson J. Dye, Jr. and B. Louise Dye, 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)

Ruby W. Chaney, Notary Public

September 20, 1944

We, the undersigned, have known Wilson J. Dye, Jr., and B. Louise Dye, his wife, for

the past three years. We know them to be persons of good habits, morals and character. They have a pleasant home which they are purchasing located at South River Park, Anne Arundel County, Maryland, and we believe them to be fit persons to have and to adopt the infant, Thomas John Atkins, who is now and has for some months past been in the care and custody of Mr. and Mrs. Dye.

Mabel S. King

Edward C. King

South River Park Edgewater, Md.

Mrs. Beatrice E. Holland

William M. Holland

South River Park Edgewater, Maryland

Annapolis, Md. December 3, 1943.

I, Lucy Mildred Smith Hauser give my consent for the Anne Arundel County Welfare Board to place my child, born September 19, 1943 for legal adoption. This decision is made of my own free will.

Witness Signed Lucy Mildred Smith Hauser

Clara Willman, Annapolis, Md.

Thomas G. Basil, Annapolis, Md.

State of Maryland, County of Maryland, to wit:

Before me a Notary Public of the State of Maryland, in and for Ann_ Arundel Co. personally appeared Lucy Mildred Smith Hauser and acknowledged the above to be her act and deed.

(NOTARIAL SEAL) Katherine E. Linthicum

Notary Public

Filed Oct. 18" 1944.

DECREE OF COURT Oct. 20, 1944.

ORDER

Upon consideration of the foregoing Petition, Consent of the mother, Certificates of Character, the Court being satisfied that the best interests and welfare of the said infant child will be promoted:

It is thereupon this 20th day of October, in the year 1944, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED AND DECREED that the said Thomas John Atkins be and he is hereby expressly declared the adopted child of Wilson J. Dye, Jr. and B. Louise Dye, 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 Thomas John Atkins be and it is hereby changed to Wilson James Dye, III; 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 Oct. 20" 1944.

| | | |
|---|---|---|
| In the Matter of the adoption | : | No. 8809 Equity. |
| of | : | In the Circuit Court for |
| Baby Shepley | : | Anne Arundel County. |

PETITION FOR ADOPTION AND ORDER OF COURT THEREON.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Louis Sieber and Edith Sieber, his wife, respectfully represents:

1. That your petitioners are residents of the City of Annapolis, State of Maryland, and reside at 175 Conduit Street; and that they file herein as a part hereof, certificates of character and standing in the community.

2. That your petitioners have recently had the care and custody of Baby Shepley, age three months, the child of Margaret E. Shepley.

3. That neither the said Margaret E. Shepley nor her husband, Bruce E. Shepley is interested in the care, maintenance and custody of the said Baby Shepley and that they desire to have the child adopted by the petitioners herein, the said Louis Sieber and Edith Sieber, his wife.

4. That your petitioners are financially able to provide a good home for the said child and to raise and educate it properly and they feel that it would be to the best interest of the said child that it be legally adopted by your petitioners.

5. That the said Margaret E. Shepley and Bruce E. Shepley, her husband, join in this petition to consent to the adoption of the said Baby Shepley by your petitioners.

6. That your petitioners desire to change the name of the said Baby Shepley to Richard Louis Sieber.

WHEREFORE your petitioners pray this Court to sign a decree authorizing them to adopt the said Baby Shepley as their child, and for its name to be Richard Louis Sieber.

AND as in duty bound, etc.

Benjamin Michaelson
Solicitor for Petitioners

Louis Sieber
Edith Sieber
Bruce E. Shepley
Margaret E. Shepley

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 8th day of November, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Edith Sieber, Margaret E. Shepley and Bruce E. Shepley, her husband, and they made oath in due form of law that the matter and things set forth in the foregoing petition are true to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Lina Johnson, Notary Public.

U. S. SECTION BASE, NAVY 15.

I HEREBY CERTIFY that on this 3rd day of November 1944, before me, the subscriber, a Lieutenant of the U. S. Naval Reserve on active duty at said Section Base, personally appeared LOUIS SIEBER, husband of Edith Sieber, and made oath in due form of law that the matter and things set forth in the foregoing petition are true to the best of his knowledge and belief.

Authority to Administer Oaths,
vested in me by Act of Congress approved 9 April 1943 (Public Law 24
78th Congress)

H. G. Eshelman, Lieutenant,
U. S. Naval Reserve.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I, John M. Maukert, being duly sworn, do hereby depose and say:

That I have known Louis Sieber and Edith Sieber, his wife, for the past 2 years, and that they are residents of the City of Annapolis, State of Maryland, and are persons of good character and good standing in the community.

John M.Maukert Affiant

SUBSCRIBED and sworn to before me this 11th day of November, 1944.

(NOTARIAL SEAL)

Benjamin Michaelson ,Notary Public.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I, Arthur T. Elliott,being duly sworn, do hereby depose and say:

That I have known Louis Sieber and Edith Sieber, his wife, for the past 2 years, and that they are residents of the City of Annapolis, State of Maryland, and are persons of good character and good standing in the community.

Arthur T. Elliott, Affiant

SUBSCRIBED and sworn to before me this 11th day of November, 1944.

(NOTARIAL SEAL)

Benjamin Michaelson
Notary Public.

Filed Nov. 13" 1944

DECREE FOR ADOPTION Nov. 24, 1944

This matter having been submitted to the Court upon petition, affidavit, consent of adoption and certificate of character of the petitioners, and the proceedings having been fully considered by the Court.

It is thereupon, this 24th day of November, 1944, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed that Baby Shepley be, and he is, declared to be the legally adopted son of Louis Sieber and Edith Sieber, his wife, and it is hereby further decreed that the name of Baby Shepley shall be Richard Louis Sieber, and that he shall be authorized to use legally the name of Richard Louis Sieber.

Ridgely P. Melvin, Judge.

Filed Nov. 24" 1944.

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| | | |
|---|---|---|
| In the Matter of the Adoption | : | No. 8810 Equity |
| of | : | In the Circuit Court for |
| Lester Robert Wright, an infant | : | Anne Arundel County. |

Petition for adoption and order of Court thereon

To the Honorable, the Judge of said Court:

The petition of Lester B. Brown and Jennie Irene Brown, his wife, respectfully shows:

1. That on the 9th day of April, 1943, there was born to George Wright and Eliza-

beth Wright, his wife, a son, Lester Robert Wright. That the said Elizabeth Wright departed this life on or about the 29th day of November, 1943, and your Petitioners took the said infant at the time of his mother's death and cared for him until July when the father George Wright requested the return of said child.

2. That the said George Wright is desirous of having your Petitioners adopt said child and raise him as their own.

3. That your Petitioners are citizens of the United States residing at No. 15 School Street, Annapolis, Maryland, and have never been convicted of any crime. That one of your Petitioners, to wit: Lester B. Brown is employed as a policeman at the United States Naval Academy and receives a salary of Nineteen Hundred Fifty Dollars per year plus a pension from the Veterans Bureau of Thirty-Seven Dollars and Fifty Cents per month.

4. That your Petitioners desire jointly to adopt as their child the said infant in accordance with the provisions of the Code of Public General Laws of Maryland (1939) Art. 16, Sec. 78, and respectfully aver, allege and show that they maintain a modest and comfortable home and that they are willing to provide for the proper care, maintenance, education and rearing of the said infant child.

To the end, therefore:

1. That the said Lester Robert Wright be declared to be the adopted son of your petitioners, Lester B. Brown and Jennie Irene Brown, his wife.

2. That the birth records may be made to correspond with this adoption proceedings.

3. That the name of the said infant child be changed by decree of this Court from Lester Robert Wright to Lester Barnett Brown, Jr.

4. That your Petitioners may have such other and further relief as their case may require.

And as in duty bound, etc.

George B. Woelfel
Solicitor for Petitioners.

Lester B. Brown
Jennie Irene Brown, Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 13th day of November, in the year 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Lester B. Brown and Jennie Irene Brown, his wife, and made oath in due form of law that the matters and facts stated in the aforegoing petition for adoption are true to the best of their knowledge and belief.

Witness my hand and seal Notarial.

(NOTARIAL SEAL)

Mary M. Hoff
Notary Public.

I, George Wright, father of Lester Robert Wright, do hereby consent to give all my right, title, interest and estate in the said infant child to the Petitioners named therein.

Geo. R. Wright

Filed Nov. 14" 1944

ORDER OF COURT.

Upon the aforegoing petition, affidavit and consent it is this 14th day of November, 1944, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DE-

CREED that Lester Robert Wright be and he is hereby declared to be the adopted child of the petitioners Lester B. Brown and Jennie Irene Brown, his wife, with all the rights and privileges afforded said child by the Laws of the State of Maryland, and by its statute in such cases made and provided.

And it is further ADJUDGED, ORDERED and DECREED by the authority aforesaid that the name of the said infant Lester Robert Wright be and the same is hereby changed to Lester Barnett Brown, Jr.

And it is further ORDERED that the Petitioners pay the costs of these proceedings.

James Clark, Judge.

Filed Nov. 14" 1944

We, Theodore Echterhoff and Louise Echterhoff, his wife, do hereby certify that we have known the petitioners, to wit: Lester B. Brown and Jennie Irene Brown, his wife, for a period of 10 years and that during that time we have had an opportunity to observe the demeanor of the parties and we can verily state that they are of good character and will make good foster parents for the said infant.

Theodore Echterhoff

Louise Echterhoff

We, Lewis Thompson and Joanna Thompson, his wife, great uncle and aunt of Lester Robert Wright, an infant, do hereby certify that we have known the petitioners, to wit: Lester B. Brown and Jennie Irene Brown, his wife, for a period of 15 years and that during that time we have had an opportunity to observe the demeanor of the parties and can truthfully state to the Court that, in our judgment, they would make good foster parents for the infant.

Lewis Thompson

Joanna Thompson

MARYLAND
STATE DEPARTMENT OF HEALTH
BUREAU OF VITAL STATISTICS

CERTIFICATE OF BIRTH REGISTRATION

This is to certify that a certificate of birth bearing the name of Lester Robert Wright born on April 9, 1943 at Eastport County of Anne Arundel, Maryland, has been filed in the office of the State Register of Vital Statistics.

Name of father George R. Wright

Maiden name of mother Elizabeth R. Connell

Date filed April 12, 1943

R. H. Riley

Registrar of Vital Statistics.

Filed Nov. 14" 1944.

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EX PARTE: In the Matter of the Adoption of LAWRENCE SIDNEY CARPENTER, an infant. : No. 8811 Equity : In the Circuit Court for : Anne Arundel County.

PETITION.

TO: THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of George W. D. Waller and Elizabeth A. Waller, his wife, respectfully represents:

1. That your Petitioner, George W. D. Waller is a Lieutenant Commander in the U.S. Naval Reserve, and the Petitioner, Elizabeth A. Waller, is his wife; that the Petitioners have resided in Anne Arundel County since September 15, 1942.

2. That on or about the 10th day of August, 1943, the infant Lawrence Sidney Carpenter, was born at George Washington University Hospital, in Washington, D.C.

3. That said infant, Lawrence Sidney Carpenter, was placed in the custody of your Petitioners by Children's Protective Association, 1907 S Street, N.W., Washington 9, D.C., on May 6, 1944, with the consent of the mother of said infant, Carol Carpenter.

4. That said infant has been in the custody of your Petitioners at all times since May 6, 1944.

5. That the mother of said infant, as heretofore stated, is Carol Carpenter, whose present whereabouts are unknown to your Petitioners; that the father of the infant is unknown to your Petitioners; that said child was born out of wedlock.

6. That, on or about April 27, 1944, the said Carol Carpenter, the mother of said infant, executed a consent to the adoption of said infant by the Petitioners, which said consent is filed herewith, marked Exhibit "A" and made a part hereof.

7. That in April, 1943, your Petitioners adopted an infant girl and are desirous of adopting an infant boy so as to provide their other adopted child with some companionship; that your Petitioners are financially able to maintain, support and educate said infant, and have, in fact, been doing so since May 6, 1944.

8. That your Petitioners desire to adopt said infant, Lawrence Sidney Carpenter, in accordance with the provisions of Section 74, et seq., of Article 16, of the Annotated Code of Maryland; that your Petitioners believe, and, therefore, aver that the best interests and welfare of the said infant, Lawrence Sidney Carpenter, will be thereby promoted; that said infant is not of sufficient intelligence and capacity to give understanding consent.

9. That your Petitioners desire to change the name of said infant from Lawrence Sidney Carpenter to Richard Andrews Waller.

WHEREFORE, may it please this Honorable Court to pass a decree declaring the said Lawrence Sidney Carpenter to be the adopted child of your Petitioners, and changing his name from Lawrence Sidney Carpenter to Richard Andrews Waller, and for such other relief as your Petitioners' case may require.

AND, as in duty bound, etc.

George W.D.Waller Petitioner

Elizabeth A. Waller Petitioner

William J. McWilliams

Solicitor for Petitioners

STATE OF MARYLAND COUNTY OF ANNE ARUNDEL ss.

I HEREBY CERTIFY that, on this 17th day of November, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally ap peared GEORGE W.D. WALLER AND ELIZABETH A. WALLER, his wife, and severally made oath in due form of law that the matters and things herein set forth are true to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Helen E. Tyler

Notary Public.

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF COLUMBIA

In re: Adoption of Lawrence Sidney Carpenter — Adoption No. 8811 Equity

Consent of Mother to adoption.

District of Columbia, as:

I, Carol Carpenter, being duly sworn, on oath depose and say that I am a citizen of the United States and a resident of the District of Columbia, that I am the mother of Lawrence Sidney Carpenter, infant; that said infant was born on the 10 day of August, 1943, at George Washington Univ. Hospital in the District of Columbia; that, under the circumstances; I believe that it would be to the best interests of the child, if G. W. Doane and Elizabeth Waller were to adopt the infant, as they desire to do, and believe that he would be reared in the same surroundings and have the same advantage while in their care as if he had been born unto them; that, as the mother of said infant, I, therefore, consent to and give my permission for the adoption of the said Lawrence Sidney Carpenter, infant, by the adoptive parents hereinabove mentioned and hereby give up all rights to said infant; that said adoption may be legalized whenever the said adoptive parents desire without further notice to me, and they may make said infant child their heir-at-law as fully and completely as if he had been born unto them; and, further, that the name of said infant may be changed in the manner that the said adoptive parents desire.

Carol Carpenter

Subscribed and sworn to before me this 27th day of April 1944

(NOTARIAL SEAL) L. B. Pendleton

My commission expires June 30, 1946. Notary Public, D.C.

Filed Nov. 20" 1944.

DECREE.

Upon consideration of the aforegoing Petition, the Court being satisfied that the best interests and welfare of the infant named in these proceedings will be promoted by the passage of the decree prayed in said Petition.

It is, this 27th day of November, 1944, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that Lawrence Sidney Carpenter, the infant named in the aforegoing proceedings, be, and he is hereby declared to be the adopted child of George W. D. Waller and Elizabeth Waller, his wife; and

It is further ADJUDGED, ORDERED and DECREED that the name of said infant be, and the same is hereby changed from Lawrence Sidney Carpenter to Richard Andrews Waller.

And it is further ORDERED that the Petitioners pay the costs of these proceedings.

James Clark, Judge.

Filed Nov. 27" 1944.

In the Matter of the Petition of : No. 8816 Equity
Harlan Goldsborough Johnson and Kathryn : In the Circuit Court for
Conway Johnson, his wife, for the adoption : Anne Arundel County
of an infant.

PETITION.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Harlan Goldsborough Johnson and Kathryn Conway Johnson, his wife, of the State of Maryland, respectfully represents to your Honors:

1. That your Petitioners were married by a Minister of the Gospel on August 26th,1939.

2. That ever since the said marriage your Petitioners have been desirous of having a child but the Doctors inform them that said husband and wife will probably never give birth to a child.

3. That there is an infant girl born of Larene Surrtian Wyse in the Emergency Hospital of Annapolis, Maryland, who your Petitioners are desirous of adopting.

4. That the mother of said infant child is desirous and consents to your Petitioners desire to adopt said infant child as will appear by consent in writing hereto and prayed to be taken as a part hereof.

5. That the father of said infant child is unknown to your Petitioners and through information received the mother of said child is not certain whom the father is.

6. That your Petitioners have seen the said infant child and she has so endeared herself to your Petitioners that they are anxious and willing to adopt her and give her the right to change her name to their own.

7. That the mother of said child is fully acquainted with the desires of your Petitioners to adopt said minor child and is willing to assist insofar as she can in accomplishing that end, but is advised that the aid of this Court is needed in order that the wishes and intentions of your Petitioners are put into effect.

8. That your Petitioner, Harlan Goldsborough Johnson, is the General Agent for the National Accident and Health Insurance Company of Philadelphia, whose offices are in the Morris Building, Baltimore, Maryland, and his resources are such that he can adequately care for and educate said child.

TO THE END THEREFORE:

A. That this Court may pass a Decree declaring the said infant child the adopted child of the said Harlan Goldsborough Johnson and Kathryn Conway Johnson.

B. That this Court pass a Decree declaring that the name of said child is Eva Carol Johnson.

C. That your Petitioners may have such other and further relief as their case may require.

May it further please your Honors to take such action and pass such order as may effectuate the wishes and intentions of your Petitioners and promote the best interests and welfare of the said minor child.

And as in duty bound, etc.

Wilbur R. Dulin
Solicitor for Petitioners.

Harlan Goldsborough Johnson
Kathryn Conway Johnson

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY that on this 20th day of November, 1944, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Harlan Goldsborough Johnson and Kathryn Conway Johnson, his wife, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Sarah E. Owen,
Notary Public

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I, Larene Surrtian Wyse, who is the mother of the said infant child set out in the Petition hereto attached, assent to the application to have her declared the adopted daughter of Harlan Goldsborough Johnson and Kathryn C. Johnson. My said infant daughter is now in the Emergency Hospital of Annapolis, Maryland, and I live at Fairfax Road, Annapolis, Maryland.

Larene Surrtian Wyse

Filed Nov. 29" 1944.

EXHIBIT 1 Two Certificates of Character.

V. Calvin Trice Attorney at Law
Cambridge, Maryland November 22, 1944

Mr. Harlan Johnson
High Street, Cambridge, Maryland

Dear Sir:

In reply to your letter of November 21st, stating that you and your wife had adopted an infant and that you desired to have some references from local people as to you and your wife being suitable persons to have the custody and care of an adopted infant child. It is with great pleasure that I am able to write this letter to you, volunteering myself as a reference.

I have been acquainted with both you and Mrs. Johnson for a long time, at least 20 years, and I am glad to have the privilege of saying that, in my opinion, you and your wife are not excelled as good, worthy and reputable citizens of this community.

I believe that it would be impossible for a child to find a better home and better foster parents as you and Mrs. Johnson and it will be the best of good fortune for this child to be in your care.

There is not a single reason why you could not be regarded as the very best of people.

Very truly yours,
V. Calvin Trice

THE NATIONAL BANK OF CAMBRIDGE

Cambridge, Md., November 24, 1944

Mr. Harlan G. Johnson,
9 High Street, Cambridge, Maryland.

Dear Mr. Johnson:

I wish to acknowledge receipt of your letter of November 21 stating that you and your wife had adopted an infant, and that you desired references from local people as to the standing of both you and your wife in the community, etc.

In reply, thereto, would state that I know of no one or family better qualified to

adopt and care for an infant child than you and your wife and I am very glad to give you a letter that will express my views in the matter.

I have known both you and Mrs. Johnson for a long time, and I can truthfully say that in my estimation, you and your wife stand high in our community and rank very high with the citizens of this county and city.

I believe it would be almost impossible for a child to find a better home and foster parents as you and Mrs. Johnson, and it will be the good fortune of this child to be in your care.

The environment, home life, training and care that will be given the child will make you and your wife ideal foster parents for the child.

Yours Very truly,

Walter B. Johnson, President

Filed Nov. 29" 1944.

ORDER OF COURT AND DECREE Dec. 1, 1944

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

It is thereupon, on this 1st day of December, 1944, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed, that the infant mentioned in these proceedings be, and is hereby, decreed to be the legally adopted child of Harlan Goldsborough Johnson and Kathryn Conway Johnson, his wife, of Cambridge, Dorchester County, Maryland, as prayed in said Petition.

And it is further Adjudged, Ordered and Decreed by the Circuit Court of Anne Arundel County, that the said Infant, be given the right to assume and be legally known by the name of Eva Carol Johnson.

It is further Adjudged, Ordered and Decreed, that the said Petitioners pay the costs of the proceedings to be taxed by the Clerk.

Ridgely P. Melvin, C.J.

Filed Dec. 1st. 1944.

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| In the Matter of the Sale of the | : | No. 8821 Equity |
| Mortgaged Real Estate of Charles W. Chris- | : | In the Circuit Court for |
| tenson and Margaret A. Christenson, wife. | : | Anne Arundel County. |

ORIGINAL MORTGAGE AND ASSIGNMENT.

(MD. STATE STAMPS $3.10)

THIS MORTGAGE, Made this 25th day of October, in the year one thousand, nine hundred and forty-one, Between CHARLES W. CHRISTENSON and MARGARET A. CHRISTENSON, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of Three Thousand one hundred ($3,100.00) Dollars, 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 five per cent. (5%) per

annum in the manner following:

By the payment of TWENTY EIGHT and 67/100 Dollars, on or before the first day of each and every month from the date hereof, commencing on the first day of December,1941, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said MORTGAGORS do hereby grant and convey unto the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of ANNAPOLIS , ITS SUCCESSORS AND ASSIGNS IN FEE SIMPLE.

All those two lots of ground situate on the Northwest side of Boucher Street, in the Second Election District of Anne Arundel County, Maryland, with a frontage on said Street of 102.32 feet and a depth of 150 feet, more or less, designated as Lots Nos. 44 and 45 on the Plat of the subdivision of the Boucher property, made by Walter C.Munroe, Civil Engineer, February, 1920, which plat is filed among the Plat Records of Anne Arundel County in Cabinet No. 2 Rod D-4 Plat No. 202 (formerly in Plat Book G.W. No. 1 Section 3 folio 202). Being the lots of ground which were conveyed to the said Charles W. Christenson by Mary A. Lewis, widow, et al, by deed dated the 19th day of December,1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 231 folio 195.

Together with the buildings and 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

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mort-

gagors, 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 five per cent. (5%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or 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; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said Mortgagee to pay five per cent (5%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

AND IT IS AGREED AND UNDERSTOOD that until default is make, 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 GEORGE E. RULLMAN, 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 $50.00 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 sales 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 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.

The said Mortgagors covenant that they will warrant specially the title to 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: Charles W. Christenson (SEAL)

Granville Lee Meredith Margaret A. Christenson (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 25th day of October, 1941, before me, the subscriber,

a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Charles W. Christenson and Margaret A. Christenson, his wife, the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing mortgage to be their act. At the same time also appeared T. Roland Brown, 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) Granville Lee Meredith

Notary Public.

Recorded Oct. 25,1941,at 11-10 A.M. in J.H.H. No. 249,Fol. 26 etc. Land Records

Filed Dec. 7" 1944

For value received the First Federal Savings and Loan Association of Annapolis hereby assigns the aforegoing mortgage and the debt thereby to George B. Woelfel, without recourse.

Witness the name of the said First Federal Savings and Loan Association of Annapolis by the signature of its President, attested by the signature of its Secretary and by affixing its corporate seal this 22nd day of November, 1944.

ATTEST: (CORPORATE SEAL) FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS

Tilden O. Atwell, SECRETARY.

By: Carey L. Meredith, Vice President.

Received for Record 7 day of Dec. 1944, at 1-45 o'clock P.M. and the same day recorded in Liber J.H.H., No. 249, Fol. 30, Land Records of Anne Arundel County

John H. Hopkins, 3rd., Clerk.

Filed Dec. 7" 1944.

STATEMENT OF MORTGAGE CLAIM.

Statement of Mortgage claim of George B. Woelfel, Assignee, under the mortgage to the First Federal Savings and Loan Association of Annapolis dated October 25th, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 249, folio 26, said assignment being recorded at the foot of the aforesaid mortgage.

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|---|---|
| Amount paid First Federal Savings and Loan Association of Annapolis | $2412.52 |
| Interest from Nov. 2nd, 1944 to Jan. 2nd, 1945 | 19.86 |
| Total | $2432.38 |

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 7th day of December, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Assignee, who made oath in due form of law that the aforegoing is a true statement of the amount remaining due him under his mortgage claim described above and that he has not received any security or satisfaction therefore other than the deed of mortgage in the said statement mentioned.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Mary M. Hoff, Notary Public.

Filed Dec. 7" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS, That We, George B. Woelfel 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 Six Thousand 00/100 Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 8th day of January, Nineteen Hundred and forty-five.

WHEREAS, by virtue of a power of sale contained in a mortgage from Charles W. Christenson and wife to the 1st Federal Sav. & Loan Ass'n. of Annapolis, bearing date on or about the 25th day of October, 1941 Nineteen Hundred and forty-one and assigned to the said George B. Woelfel, the said George B. Woelfel, ----------

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 George B. Woelfel is about to execute said power and made sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden George B. Woelfel 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.

Mary M. Hoff — George B. Woelfel (SEAL)

(CORPORATE SEAL) EAGLE INDEMNITY COMPANY

By: Benjamin Michaelson,

Attorney-in-fact.

Filed Jany. 8" 1945.

In the Matter of the Sale of the Mortgaged Real Estate of Charles W. Christenson and Margaret A. Christenson, his wife.

No. 8821 Equity

In the Circuit Court for

Anne Arundel County.

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The report of George B. Woelfel, Assignee, of the mortgage from Charles W. Christenson and Margaret A. Christenson, his wife, to the First Federal Savings and Loan Association of Annapolis dated October 25th, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 249, folio 26, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said mortgage prescribed, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper, printed and published in Anne Arundel County, for at least three successive weeks before the day of

sale, he did, pursuant to said notice, attend at the Court House door, in the said City of Annapolis, on the 9th day of January, 1945, at 10 o'clock A.M. and then and there proceeded to sell said property in manner following, that is to say:

Your Assignee offered at public sale to the highest bidder the property mentioned in said mortgage, situated in the Village of Eastport, on the northwest side of Boucher Street, having a frontage thereon of 102.32 feet and a depth of 150 feet, more or less, designated as Lots Nos. 44 and 45 on the plat of the subdivision of the Boucher property, made by Walter C. Munroe, Civil Engineer, February, 1920, which plat is filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 2 Rod D-4, No. 202.

And your Assignee sold the above described property to Margaret A. Christenson at and for the sum of Fifty-nine hundred ($5900) Dollars, she being at that sum the Highest bidder therefor, the terms of said sale being a deposit of Five Hundred Dollars, balance upon ratification of the sale.

Respectfully submitted,

George B. Woelfel, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 9th day of January, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Assignee, named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Mary M. Hoff, Notary Public.

ADVERTISEMENT OF SALE.

PUBLIC SALE OF VALUABLE REAL ESTATE.

Under and by virtue of the power of sale contained in the mortgage from Charles W. Christenson and Margaret A. Christenson, his wife, dated the 25th day of October, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 249, folio 26, and by short assignment thereof recorded at the foot of the aforesaid mortgage, the undersigned, as Assignee to sell in event of default and default having occurred, will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, on TUESDAY, JANUARY 9th 1945, at 10 o'clock A.M.

All those two lots of ground situate on the northwest side of Boucher street, in the Village of Eastport, having a frontage thereon of 102.32 feet and a depth of 150 feet, more or less, designated as Lots Nos. 44 and 45 on the plat of the subdivision of the Boucher property, made by Walter C. Munroe, Civil Engineer, February, 1920, which plat is filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-4, No. 202.

IMPROVEMENTS: This property is improved by a bungalow containing four rooms and bath with hot water heat and electricity and is known as No. 1004 Boucher Street.

TERMS OF SALE: A deposit of $500 will be required of the purchaser on the day of sale, balance to be paid in cash upon the final ratification of the sale. Deferred payments to bear interest at the rate of 6% or all cash at the option of the purchaser.

For further particulars, apply

George B. Woelfel, Assignee
9-11 School Street Annapolis,Maryland.
Wm. B. Elliott, Auctioneer.

January 9th, 1945.

I hereby certify that I have this 9th day of January, 1945, sold the within described property unto Margaret A. Christenson at and for the sum of Fifty-nine hundred and 00/100 ——

Witness my hand and seal this 9th day of January, 1945.

William B. Elliott (SEAL)
Auctioneer.

January 9th, 1945.

I hereby certify that upon this 9th day of January, 1945, I purchased the within described property from George B. Woelfel, Assignee, at and for the sum of Fifty-nine hundred and 00/100 ——

Witness my hand and seal this 9th day of January, 1945.

Witness:
George B. Woelfel

Margaret A. Christenson (SEAL)
Purchaser.

ORDER NISI.

Ordered, this ninth day of January, 1945, That the sale of the real estate made and reported by George B. Woelfel Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof 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 that the amount of sales to be $5900.00

John H. Hopkins, 3rd., Clerk.

Filed Jany. 9" 1945

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 12, 1945

We hereby certify, that the annexed Order Nisi - Eq. 8821 - Charles W. Christenson was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12 day of February 1945. The first insertion being made the 11 day of January, 1945.

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

ORDERED BY THE COURT, This 19th day of February, 1945 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.

James Clark.

Filed Feby. 19" 1945.

Petition for allowance of $2000 plus one-half of residue after payment of all debts to widow and order of Court thereon.

To the Honorable, the Judge of said Court:

The petition of Margaret Christenson respectfully shows:

1. That she is the widow of Charles W. Christenson.

2. That neither she nor her said husband have any children but that the said husband is survived by the following relative, a mother Sarah E. Christenson, and your Petitioner, his wife.

3. That said decedent died intestate.

4. That your Petitioner is advised that under and by virtue of Article 93, Section 130, of the Public General Laws of the State of Maryland, Bagby's Edition, 1939, that she is entitled to two thousand ($2000) Dollars of the surplus and one-half of the balance, the said decedent having no other property.

Wherefore, your Petitioners, pray:

1. That the Auditor in stating the account allow your Petitioner the sum of Two Thousand ($2000) Dollars and one-half of the residue after the payment of the mortgage debt and all expenses attending said sale.

And as in duty bound, etc.

George B. Woelfel — Margaret A. Christenson

Solicitor for Petitioner — Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 14th day of February, in the year 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Margaret Christenson who made oath in due form of law that the matters and facts stated in the foregoing petition are true to the best of her knowledge and belief.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Mary M.Hoff, Notary Public.

ORDER OF COURT

Upon the foregoing petition and affidavit, it is this 15th day of February, in the year 1945, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that Laura R. Jickling, Auditor of this Court, be and she is hereby directed to allow the Petitioner the sum of Two Thousand ($2000) Dollars and one-half of the residue after the payment of the mortgage debt and all costs incident to the said sale.

James Clark, Judge.

Filed Feby. 15" 1945.

Affidavit that owners of redemption were not in military service at commencement of said suit, day of sale or at present time.

I, George B. Woelfel, Assignee of the mortgage foreclosed in the above entitled cause, do hereby make oath in due form of law that I have examined the records and have ascertained that Charles W. Christenson was killed in action in France while serving with the armed forces of the United States prior to the beginning of this foreclosure proceedings and that the equity of redemption at the time of the foreclosure sale stood in Margaret Christenson, wife of the decedent who is employed at Read's Drug Store and is not engagaed in the military service of the United States and the decedent's mother who lives at Eastport and who likewise was not engaged in the military service of the United States

either at the time of the institution of the mortgage proceedings, the day of the sale or at the present time.

Witness my hand and seal placed hereon this 17th day of February, 1945.

George B. Woelfel (SEAL)

Sworn and subscribed to before me this 19th day of February, 1945.

(NOTARIAL SEAL) Mary M. Hoff, Notary Public

Filed Feby. 19" 1945.

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

February 23, 1945,

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Charles W. Christenson and Wife in ac. with George B. Woelfel, Assignee

| | | |
|---|---|---|
| To Assignee for Fee | $ 50.00 | $ |
| To Assignee for Commission | 207.00 | 257.00 |
| 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 | 13.50 | 42.25 |
| To Assignee for Expenses, viz: | | |
| Capital-Gazette Press - advertising sale | 26.00 | |
| Capital-Gazette Press - order Nisi (Sale) | 5.00 | |
| Capital-Gazette Press - " " (Account) | 5.00 | |
| Eagle Indemnity Co. - bond premium | 24.00 | |
| Wm. B. Elliott - auctioneer's fee | 20.00 | |
| Mary M. Hoff - notary fees | 2.00 | |
| One-half Federal revenue stamps | 3.30 | |
| One-half State revenue stamps | 2.95 | 88.25 |
| To Assignee for Taxes, viz: | | |
| 1945 State and County taxes ($65.36) - adjusted to 1/9/45 | | 1.54 |
| To Assignee for Benefit Charges, viz: | | |
| Anne Arundel Co. Sanitary Comm. - water and sewer benefit charge for 1945 - ($20.93) adjusted to 1/9/45 | .47 | |
| Anne Arundel Co. Sanitary Comm. - metered water to 1/9/45 | 3.85 | 4.32 |
| To George B. Woelfel, Assignee of mortgage to First Federal Savings & Loan Ass'n in full for mortgage claim filed | | 2,432.38 |

To Margaret A. Christenson, widow of
Charles W. Christenson, mortgagor -
widow's allowance,per order of 2/15/45 2,000.00

Balance for distribution - $1,074.26
Distributed as follows:

To Margaret A. Christenson, widow of
Charles W. Christenson, mortgagor -
one-half (Order 2/15/45) 537.13

To Sarah E. Christenson, mother of Charles W.
Christenson,mortgagor- one-half (Order 2/15/45) 537.13 1,074.26

$5,900.00

Cr. Jan. 9, 1945

Proceeds of Sale $5,900.00

ORDER NISI.

ORDERED, This 24th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 28th day of 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 28th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feby. 24" 1945

CERTIFICATE OF PUBLICATION Annapolis, Md., March 28, 1945.

We hereby certify, that the annexed Order Nisi Auditor's Account Charles W. Christenson and wife was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 28th day of March, 1945. The first insertion being made the 1st day of March, 1945.

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

Filed March 28" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 29" 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 29" 1945.

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In the Matter of the Petition of Robert : No. 8824 Equity
Carson Adams for the adoption of Martha : In the Circuit Court for
Lovell Partridge, an infant. : Anne Arundel County

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Robert Carson Adams of Crownsville, Anne Arundel County, State of Maryland, respectfully represents to your Honors:

1. That your Petitioner married Beatrice L. Partridge May 30th, 1931.

2. That the said Beatrice L. Partridge at the time of her marriage to your Petitioner had one infant adopted child by the name of Martha Lovell Partridge as will appear by an Order of the County Court of Sangamon County of the State of Illinois, attached hereto and prayed to be taken as a part hereof.

3. That the said Martha Lovell Partridge was born on the 8th day of May, 1925, and was adopted by Beatrice L. Partridge and James F. Partridge, her husband at the time of said adoption in May, 1925.

4. That the said Beatrice L. Partridge was divorced from the said James F.Partridge shortly thereafter and married your Petitioner on the day aforesaid.

5. That during the time of the marriage between your said Petitioner and the said Beatrice L. Partridge the said minor child has been in and continues to be in the care and under the protection of your Petitioner and she has always been treated as your Petitioner's own child in training, association and rearing without interference or suggestion from any source, and has so endeared herself to your Petitioner, that he is anxious and willing to adopt her and give her the right to change her name to his own, that is to say, Martha Lovell Adams, also that he may have the rights vouchsafed under the laws in such cases.

6. That Beatrice L. Partridge, now Beatrice L. Adams, the mother, and the wife of your Petitioner, and the former adopting parent James F. Partridge, are fully acquainted with the desires of your Petitioner to adopt said minor child and are willing to assist insofar as they can in accomplishing that end, but are advised that the aid of this Court is needed in order that the wishes and intentions of your Petitioner are put into effect.

7. That the said Beatrice L. Partridge Adams, wife of your Petitioner, and James F. Partridge have cosented to the adoption of said minor child as is shown by consents in writing attached hereto and prayed to be taken as a part hereof.

TO THE END THEREFORE:

A. That this Court pass a Decree declaring the said Martha Lovell Partridge the adopted child of the said Robert Carson Adams.

B. That this Court pass a Decree allowing the said Martha Lovell Partridge to assume and to be legally known as Martha Lovell Adams.

C. That your Petitioner may have such other and further relief as his case may require.

May it further please your Honors to take such action and pass such Order as may effectuate the wishes and intentions of your Petitioner and promote the best interests and welfare of said minor child.

And as in duty bound, etc.

Wilbur R. Dulin,
Solicitor for Petitioner

Robert Carson Adams,
Petitioner.

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY that on this 13th day of December, 1944, before me the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert Carson Adams and made oath in due form of law that the matters and facts in the aforegoing Petition are true as therein set forth.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Sarah E. Owen

Notary Public.

STATE OF ILLINOIS, SANGAMON COUNTY, ss.

In the County Court of Sangamon County.

April Term, A. D. 1925

In the Matter of the Petition of James F. Partridge and Beatrice L. Partridge for an Order Declaring Martha Lovell Partridge to be Their Adopted Child.

And now, on this day, the above cause coming on to be heard upon the petition and proofs adduced in support of the facts therein stated, and it appearing to the Court from the petition and evidence herein that said petitioners are residents of said County, and desire to adopt said child; that said child is a female, and was born on the 8th day of May A.D. 1925. And further, that said petitioners desire the name of said child to be Martha Lovell Partridge

That the father of said child is unknown, but the mother is living, and consents to the adoption of said child by said petitioners, and further, that said petitioners are pecuniarily able to support, maintain, educate and care for said child.

That the mother of said child duly waived in writing notice of the time when and the place where this application should be made and has consented that petitioners adopt said child according to the prayer of the petition filed herein, and that the mother of said child was never married, and that it would therefore be to the interest of said child to be the adopted child of said petitioners. And it further appearing that the mother of said child has had due notice of the time when, and the place where, said petitioners would make the application for an order in this cause. It is therefore ordered and adjudged by the Court that the said Martha Lovell Partridge be the adopted child of said petitioners and capable of inheriting their estate, that the name of said child be Martha Lovell Partridge and that said petitioners pay the costs of this proceeding.

It is further ordered by the Court that this order of adoption may be set aside at any time, if it is satisfactorily shown to the Court that said petitioners mistreat, abuse or neglect said child in any manner whatever.

STATE OF ILLINOIS,

Sangamon County, ss.

In the Matter of the Petition of James F. Partridge and Beatrice L. Partridge for an order declaring Martha Lovell Partridge to be their adopted child.

I, Wm. J. Nattermann, Clerk of the County Court, within and for said County, do hereby certify that the foregoing is a true and correct copy of the order rendered in the above entitled cause, as appears of record in said Court, now in my office.

In Testimony Whereof, the Seal of the said Court is hereunto affixed at my office in

Springfield, this 15th day of May A.D. 1925.

(COURT SEAL) Wm.J.Nattermann, Clerk.

I hereby give my full consent to the adoption of my daughter Martha Lovell Partridge, known as Martha Lovell Adams, by my husband, Robert Carson Adams.

Beatrice Lovell Adams

December 11, 1944

Dec. 6 1944

It being advisable for many reasons for Robert Carson Adams and his wife Beatrice Lovell Adams to adopt Martha Lovell Partridge as their daughter I hereby give my full consent.

James F. Partridge

Filed Dec. 13" 1944.

EXHIBIT 1

December 13, 1944

The Honorable, The Judges of the Circuit Court for Anne Arundel County, Annapolis, Maryland.

Gentlemen:-

Mr. Robert C. Adams, of Crownsville, Maryland, has been personally known to me for over ten years, During these years I have found Mr. Adams to be a gentleman in every sense of the word, honest, upright, and of good moral character. Mr. Adams bears an excellent reputation as a family man and as a citizen in his community.

During the period of time I have known Mr. Adams he has been caring for Martha Lovell Partridge and I feel that he has always been a very good father to her. I feel sure the best interests of the child will be served by Mr. Adams making her his legally adopted daughter.

Respectfully,

Fred E. Voges

16 McKendree Avenue Annapolis,Md. Dec.13,1944

To Whom It May Concern:

I have known Robert C. Adams since September, 1931 and consider him to be a good neighbor, a gentleman, and a good American citizen. He was a neighbor of mine for three years and during that time I got to know him very well.

We have continued our friendly relations since he has moved out to Crownsville section.

I feel that he has done a good job as a parent to the young lady he is now proposing to adopt as his daughter and am quite sure that he will continue to do so.

Very truly yours,

Albert S. Johnson

Filed Dec. 15" 1944.

DECREE.

The above entitled cause, being ready for Decree, and being submitted, the Petition the Assent, and all other proceedings were by the Court read and considered.

It is thereupon, on this 15th day of December, 1944, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed, that the Infant, Martha Lovell

Partridge, mentioned in these proceedings be and is hereby decreed to be the legally adopted child of Robert Carson Adams, of Crownsville, Anne Arundel County, Maryland, as prayed in said Petition.

And it is further Adjudged, Ordered and Decreed by the Circuit Court for Anne Arundel County, that the said Infant, Martha Lovell Partridge, be given the right to assume and be legally known by the name of Martha Lovell Adams.

It is further Adjudged, Ordered and Decreed, that the said Petitioner pay the costs of the proceedings to be taxed by the Clerk.

Ridgely P. Melvin, C.J.

Filed Dec. 15" 1944.

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EX PARTE :
IN THE MATTER OF THE ADOPTION OF :
MARTHA CAROLYN PORTER, AN INFANT.:

No. 8826 Equity.
In the Circuit Court for
Anne Arundel County.

PETITION FOR ADOPTION and Decree and Order of Court.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Sergeant Dean Colcord and Elizabeth Colcord, his wife, respectfully shows unto your Honors:

(1) That the said Sergeant Dean Colcord is in the Military Service of the United States and is at present stationed at Fort Meade, Maryland, where he has been since May, 1944. That Elizabeth Colcord, his wife, resides at Laurel, Route 1, Box 120, Anne Arundel County, Maryland, where she has resided since June, 1944.

(2) That the said Sergeant Dean Colcord and Elizabeth Colcord were married at York, South Carolina, on the 28th day of November, 1943.

(3) That on the 19th day of March, 1942, the said Elizabeth Colcord gave birth at Greensboro, North Carolina, to a child, Martha Carolyn Porter, out of wedlock. That the said child is now being boarded in Greensboro, North Carolina, the said Elizabeth Colcord paying five dollars a week for the child's board.

(4) That the said Sergeant Dean Colcord is 25 years of age and the said Elizabeth Colcord is 23 years of age.

(5) That the said Sergeant Dean Colcord desires to adopt the said Martha Carolyn Colcord so that the said child will be the adopted child of the said Sergeant Dean Colcord as well as the natural child of Elizabeth Colcord.

(6) That the best interest and welfare of said child will be promoted by decreeing the said child to be the adopted child of the said Sergeant Dean Colcord as well as the natural child of the said Elizabeth Colcord, his wife.

(7) That there has been filed with this petition the affidavits of two persons stating that it is to the best interest and welfare of the said child that a decree of adoption be passed.

TO THE END THEREFORE:

(a) That an order may be passed declaring the said Martha Carolyn Porter to be the adopted child of Sergeant Dean Colcord as well as the natural child of Elizabeth Colcord, his wife.

(b) That the name of Martha Carolyn Porter be changed to Martha Carolyn Colcord.

(c) And for such other and further relief as the circumstances of the case may require.

And as in duty bound, etc.

Sergeant Dean Colcord
Elizabeth Colcord, Petitioners

Ginsberg & Ginsberg
Solicitors for Petitioners.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 28th day of December, 1944, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Sergeant Dean Colcord and Elizabeth Colcord, his wife, and they made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of their knowledge, information and belief.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Patricia C. Lucas
Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 28th day of December, 1944, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Captain A. C. Farrar, Fort Meade, Maryland, and made oath in due form of law that Sergeant Dean Colcord is stationed at Fort Meade, Maryland; that Elizabeth Colcord, the wife of the said Sergeant Dean Colcord, resides at Laurel, in Anne Arundel County, Maryland; that the said Sergeant Dean Colcord is a person of good morals and that the adoption of the said Martha Carolyn Porter by the said Sergeant Dean Colcord will be to the advantage and general welfare of said infant child, Martha Carolyn Porter.

Captain A. C. Farrar

As witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Patricia C. Lucas
Notary Public.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 28th day of December, 1944, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared John P. Campbell, Fort Meade Maryland, and made oath in due form of law that Sergeant Dean Colcord is stationed at Fort Meade, Maryland; that Elizabeth Colcord, the wife of said Sergeant Dean Colcord, resides at Laurel, in Anne Arundel County, Maryland; that said Sergeant Dean Colcord is a person of good morals and that the adoption of the said Martha Carolyn Porter by the said Sergeant Dean Colcord will be to the advantage and general welfare of said infant, Martha Carolyn Porter.

John P. Campbell

As witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Patricia C. Lucas
Notary Public

Filed Dec. 29" 1944.

DECREE FOR ADOPTION

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

It is thereupon, on this 30th day of December, 1944, by the Circuit Court for Anne Arundel County, Sitting in Equity, ADJUDGED, ORDERED and DECREED that the infant Martha Carolyn Porter, mentioned in these proceedings be and she is hereby decreed to be the legally adopted child of Sergeant Dean Colcord as well as the natural child of Elizabeth Colcord, his wife.

It is further ADJUDGED, ORDERED and DECREED, that the name of Martha Carolyn Porter, infant, be and it is hereby changed from Martha Carolyn Porter to Martha Carolyn Colcord, and that Sergeant Dean Colcord pay the costs of the proceeding to be taxed by the Clerk.

Ridgely P. Melvin, Chief Judge.

Filed Dec. 30" 1944.

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| | | |
|---|---|---|
| In the Matter of the Adoption | : | No. 8827 Equity |
| of | : | In the Circuit Court for |
| HARRY OLEN BERKHEIMER, JR. | : | Anne Arundel County |

PETITION FOR ADOPTION, PETITIONER'S EXHIBITS A,B AND C

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Charles Douglas Leitch, of Davidsonville, Anne Arundel County, Maryland, respectfully shows unto your Honor:

ONE: That your Petitioner, Charles Douglas Leitch, and Frances K. Leitch, his wife, were married on the 23 day of January, 1944, at Annapolis, Md., and reside together at Davidsonville, Anne Arundel County, Maryland.

TWO: That the said Charles Douglas Leitch is employed as a farmer; and his Wife, Frances K. Leitch, manages and operates the home of your Petitioner.

THREE: That the said Harry Olen Berkheimer, Jr., Infant, was born on June 19,1941, in the City of Annapolis, Md., to Frances K. Berkheimer and Harry Olen Berkheimer, the said Frances K. Berkheimer, Mother of said infant child, having intermarried with your Petitioner, Charles Douglas Leitch; and that the said infant child is now in the custody of your Petitioner, Charles Douglas Leitch, and his Mother, Frances K. Leitch, at Davidsonville, Anne Arundel County, Maryland.

FOUR: That your Petitioner desires to adopt as his child the said infant, Harry Olen Berkheimer, Jr., in accordance with the provisions of the Code of Public General Laws of Maryland, (1939) Article 16, Section 78; and respectfully avers, alleges and shows that he maintains a modern and comfortable home at his residence aforesaid, and that he is willing to provide for the proper care, maintenance and rearing of the said infant child. And your Petitioner further alleges that the Mother of said Infant, Frances K. Leitch, and Father, Harry Olen Berkheimer, are willing to have this Honorable Court pass a decree of adoption in the premises whereby their said infant child, Harry Olen Berkheimer,Jr. shall become the adopted child of your Petitioner; and in proof thereof, your Petitioner attaches hereto as a part hereof the written consent of the said Frances K. Leitch, Mother, and Harry Olen Berkheimer, Father, of the said infant child, showing their willingness

to have their said son so adopted by your Petitioner, which is marked "Petitioner's Exhibit A".

FIVE: That your Petitioner believes and therefore avers that it will be for the best interest and welfare of the said infant that he be so adopted by your Petitioner, and that his well-being, comfort and happiness will be properly promoted by such adoption; and your Petitioner files herewith as a further part hereof, written statements of J. Irving King and Paul Bassford citizens of Anne Arundel County, Maryland, in support of this Petition, showing that your Petitioner is a fit person to become the adopting parent of the said infant, which statements are marked "Petitioner's Exhibit B" and "Petitioner's Exhibit C", respectfully.

Your Petitioner, therefore, respectfully prays:

(1) That a decree may be passed by this Honorable Court, declaring the said infant child, Harry Olen Berkheimer, Jr., to be the adopted child and son of your Petitioner, Charles Douglas Leitch, in accordance with the Laws of the State of Maryland; and that the name of the said infant child, Harry Olen Berkheimer, Jr., be changed to that of your Petitioners, and that he be hereafter known as Harry Olen Leitch.

(2) That your Petitioner may have such other and further relief as his case and Equity may require.

Louis M. Strauss
Solicitor for Petitioner

Charles Douglas Leitch,
Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 26 day of December, 1944, before me, the subscriber, a Notary Public of the State of Maryland, County aforesaid, personally appeared Charles Douglas Leitch, the within Petitioner, and made oath in due form of law that the matters and facts set out and alleged in said Petition are true as therein stated, to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Marie J. King
Notary Public.

PETITIONER'S EXHIBIT A

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

I, Harry Olen Berkheimer, of Annapolis, Maryland, the natural father, of Harry Olen Berkheimer, Jr., infant now in custody of his mother, Frances K Leitch, do hereby consent to the adoption of the said infant Harry Olen Berkheimer, Jr., by Charles Douglas Leitch, of Davidsonville, Anne Arundel County, Maryland who is the husband of my former wife and Mother of said infant child.

December 2nd, 1944.

Harry Olen Berkheimer, (SEAL)
Father

Witness: Louis M. Strauss.

I, Frances K Leitch, Mother of aforenamed infant hereby consent to the adoption as set forth above by my husband Charles Douglas Leitch.

Frances K. Leitch (SEAL)
Mother

TO WHOM IT MAY CONCERN PETITIONER'S EXHIBIT B

I, Paul Bassford, of Anne Arundel County, Maryland, do hereby certify that I have personally known Charles Douglas Leitch for 10 Years, and I have had occasion to observe the manner in which he conducts his home and his social environment, and that I certify that he is of good character and excellent reputation, and that he maintains a clean and comfortable home in Davidsonville, Anne Arundel County, Maryland, and that he enjoys the social respect of the community in which he resides; that Charles Douglas Leitch is employed as a farmer; and that any child that would become a member of his household would enjoy and benefit from the operation of such a household and environment.

Witness: J. Irving King Paul Bassford

TO WHOM IT MAY CONCERN PETITIONER'S EXHIBIT C

I, J. Irving King, of Anne Arundel County, Maryland, do hereby certify that I have personally known Charles Douglas Leitch for 15 years, and I have had occasion to observe the manner in which he conducts his home and his social environment, and that I certify that he is of good character and excellent reputation, and that he maintains a clean and comfortable home in Davidsonville, Anne Arundel County, Maryland, and that he enjoys the social respect of the community in which he resides; that Charles Douglas Leitch is employed as a farmer; and that any child that would become a member of his Household would enjoy and benefit from the operation of such a household and environment.

Witness: Paul Bassford J. Irving King

MARYLAND

STATE DEPARTMENT OF HEALTH

Bureau of Vital Statistics

CERTIFICATE OF BIRTH REGISTRATION

This is to certify that a certificate of birth bearing the name of Harry Olen Berkheimer Jr. born on June 19 1941, at Annapolis County of Anne Arundel, Maryland, has been filed in the office of the State Register of Vital Statistics.

Name of father Harry Olen Berkheimer

Maiden name of mother Frances Catherine Rogers

Date filed 7/5/41

R. H. Riley

Registrar of Vital Statistics.

Filed Dec. 29" 1944.

DECREE Jan. 5, 1945.

Charles Douglas Leitch, of Anne Arundel County, State of Maryland, having filed his Petition in this Court, praying that a Decree be passed therein and herein, declaring Harry Olen Berkheimer, Jr., Infant, to be his adopted son, in accordance with the provisions of the Laws of the State of Maryland; the natural Mother and Father of the said infant having expressed their willingness to and desire for such adoption and it appearing to the Court that the best interest and welfare of the said Harry Olen Berkheimer,Jr., infant, will be promoted by such adoption.

IT IS THEREUPON, this 5th day of January, 1945, by the Circuit Court for Anne Arundel County, in Equity, and by the authority thereof, ADJUDGED, ORDERED AND DECREED, that Harry

Glen Berkheimer, Jr., infant child of Frances K. Leitch and Harry Glen Berkheimer, be and he is hereby declared to be the adopted child of Charles Douglas Leitch; and it is further ADJUDGED, ORDERED AND DECREED, by the authority aforesaid, ---------- that the name of the said infant child be hereby changed from Harry Glen Berkheimer,Jr., to Harry Glen Leitch; and it is further ORDERED that the Petitioner pay the costs of these proceedings.

Ridgely P. Melvin, C.J.

Filed Jan. 5" 1945.

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EX PARTE : No. 8829 Equity

In the Matter of the Petition : In the Circuit Court for

of MELVIN ZILL and CHARLOTTE E. ZILL, his : Anne Arundel County.

wife.

PETITION FOR CHANGE OF NAME, ETC.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Melvin Zill and Charlotte E. Zill, his wife, by Joseph R.Hirschmann and Noah A. Hillman, his attorneys, respectfully shows unto your Honor:

1. That Melvin Zill was born December 22, 1916 in Baltimore City, and his parents were Phillip Zill and Ella Pattison Zill.

2. That your petitioners have, since 1938, resided in Anne Arundel County,Brooklyn, Maryland, R.F.D. #9.

3. That when Melvin Zill was about eleven months old, his mother died, and he was taken in by his uncle, George T. Pattison, to be raised and reared, and said George T. Pattison, his uncle, had his actual care and custody until said petitioner reached his majority, and said George T. Pattison raised his said nephew under the name of Paul J. Pattison throughout said entire period of time, and registered him in the public schools as Paul J. Pattison.

4. That the United States Census Report in the year 1920 designates your petitioner "Paul Zill" and the 1930 Census Report desgnates him as "Paul Pattison".

5. That as a result of the averments above mentioned, your petitioner has always believed his true and proper name to be Paul J. Pattison, and under such name he is listed with the Commissioner of Motor Vehicles of Maryland, and with the United States Selective Service Board.

6. That in 1940 he was married under the name of Paul J. Pattison to his wife Charlotte E. Pattison, and as a result of said marriage there have been born two children, Paul J. Pattison, age four, and Joan Elizabeth Pattison, age two, who have been registered under the surname "Pattison."

7. That attached hereto is a certified copy of the birth certificate of your petitioner, Melvin Zill.

7. That your petitioner has recently applied to and been accepted in the United States Maritime Service, but an examination of the petitioner's birth record shows him to be registered under the name of Melvin Zill, and his actual induction into the said service has been stayed until the discrepancies in names can be resolved.

8. That there is attached hereto an affidavit of the aforementioned uncle, George

T. Pattison, who raised and reared your petitioner, in substantiation of the allegations herein.

9. That by virtue of the aforegoing, it now appears that your petitioners and their children as aforesaid are incorrectly denominated, although they have for the periods aforementioned, and for the purposes aforementioned, always used the name of, and have been known as, Paul J. Pattison and Charlotte E. Pattison, and that to now revert to the accurate surname of Zill would cause extreme embarrassment, uncertainty, and entanglement in future life for both the petitioners and their two children.

Wherefore your petitioners pray this Honorable Court to pass an order changing their names to Paul J. Pattison and Charlotte E. Pattison respectively, and changing the names of their children to Paul J. Pattison and Joan Elizabeth Pattison.

AND AS IN DUTY BOUND, ETC.

Noah A. Hillman
Joseph R. Hirschmann

Attorneys for Petitioners

Melvin Zill

Charlotte E. Zill

STATE OF MARYLAND, CITY OF BALTIMORE, to-wit:

I HEREBY CERTIFY, that on this 12 day of January, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Melvin Zill and Charlotte E. Zill, his wife, and made oath in due form of law that the matters and facts contained in the aforegoing Petition are true to the best of their knowledge, information, and belief.

AS WITNESS MY hand and Notarial Seal.

(NOTARIAL SEAL) Frances A. Krat

STATEMENT

I hereby certify and represent that on December 22, 1916 Melvin Zill was born to Phillip Zill and Ella Pattison Zill; that I am the brother of Ella Pattison Zill, who died about a year after said birth; that I raised and reared said Melvin Zill after his mother's death; that I brought him up under the name of Paul J. Pattison; that I entered him in school under the name of Paul J. Pattison even though his true name was Melvin Zill; that he has gone under, and been known as, Paul J. Pattison since he was one year old, and that he is known to his employer and throughout the community as Paul J. Pattison.

George T. Pattison

Address: 15 N Calhoon St Balto Md.

Sworn to and subscribed before me, this 12th day of January, 1945.

(NOTARIAL SEAL) Frances A. Katz

Notary Public

Price 50 Cents Sep 15 1944

No. 49778 Baltimore City Health Department B 36937

CERTIFICATE OF LIVE BIRTH Registered No. _____

1. Place of Birth:

(a) Baltimore City, Maryland

(b) Name of hospital or institution; if at home, give street number 1002 S.Paca Street

2. Usual Residence of Mother:

(a) State Md. (b) County __

(c) City or town Baltimore-

(d) Street No. 1002 S. Paca St.

| | |
|---|---|
| 3. Full name of child MELVIN ZILL | 4. Date of birth DEC. 22, 1916 |
| 5. Sex: male | 8. Hour of birth 9:45 A.M. |
| FATHER OF CHILD | MOTHER OF CHILD |
| 9. Full Name Philip Zill | 15. Full Maiden Name Ella Pittison |
| 10. Color or race Wht. | 16. Color or race Wht. |
| 11. Age at time of this birth 27 yrs. | 17. Age at time of this birth 23 yrs. |
| 12. Birthplace Baltimore, Md. | 18. Birthplace Baltimore, Md. |
| 13. Usual occupation Tailor | 19. Usual occupation Housewife |
| 21. Other children born to mother (not including present child): 3rd child | |
| 24. Date rec'd by local register Jan.16/17 | (Signed) J. N. Browne M.D. Commissioner of Health and Registrar |
| 25. Signed John D. Blake Registrar | Address 1223 S. Charles St. |

Issued by Huntington Williams, M.D. Registrar of Vital Statistics.

Per L. Whitney

Filed Jany. 13" 1945.

UPON THE AFOREGOING PETITION, AFFIDAVIT, AND EXHIBITS, it is this 15th day of January, 1945 by the Circuit Court for Anne Arundel County, ORDERED AND DECREED, that the names of Melvin Zill and Charlotte E. Zill, his wife, be, and they are, hereby changed to Paul J. Pattison and Charlotte E. Pattison, and it is further ORDERED AND DECREED that the names of their children, Paul J. and Elizabeth Joan, be, and they are, hereby changed to Paul J. Pattison and Elizabeth Joan Pattison respectively.

Ridgely P. Melvin, C.J.

Filed Jany. 15" 1944.

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| | |
|---|---|
| In the Matter of the Petition of Kenneth C. Sheppard and Catherine M. Sheppard, his wife, for adoption of a Baby Boy and Change of Name. | No. 8830 Equity. In the Circuit Court for Anne Arundel County. |

Petition for adoption, and exhibits Nos. 1, 2, and 3 and Decree.

To the Honorable, the Judges of said Court:

The Petition of Kenneth C. Sheppard and Catherine M. Sheppard, his wife, respectfully shows unto your Honors:

1. That they are residents and citizens of Anne Arundel County, State of Maryland, and reside at Charles Road, North Linthicum.

2. That they obtained the custody of the baby boy known to them as David Kenneth ____ on January 22nd, 1944, from the Church Mission of Help of the Diocese of Maryland, Inc.

3. That said infant was born January 14, 1944, and consent to the separation from the mother was duly granted by the Department of Public Welfare in accordance with Section 622 of Article 27 of the Annotated Code of Maryland, as shown by the certificate attached hereto and prayed to be taken as a part hereof marked "Exhibit No. 1."

4. That your Petitioners, Kenneth C. Sheppard and Catherine M. Sheppard, his wife, have no children of their own and are anxious and willing to adopt said infant and

rear him as their child; that your Petitioner, Kenneth C. Sheppard, is employed as an Assistant Foreman at the National Biscuit Company, 400 South Charles Street, Baltimore, Maryland, and is financially able to care for said infant.

5. Your Petitioners file herewith, as a part hereof, the assent of the mother to the adoption (the child being illegitimate), marked "Exhibit No. 2", and certificate of character marked "Exhibit No. 3".

TO THE END, THEREFORE,

1. That this Court may pass a decree declaring the said baby boy, David Kenneth, the adopted child of the said Kenneth C. Sheppard and Catherine M. Sheppard, his wife, and that he be named DAVID KENNETH SHEPPARD.

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

May it please your Honors to take such action and pass such Orders as may be deemed necessary or expedient to effectuate the purpose and desire of your Petitioners.

And as in duty bound, etc.

Marvin I. Anderson
Solicitor for Petitioners

Kenneth C. Sheppard
Catherine M. Sheppard, Petitioners.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 17 day of January, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared KENNETH C. SHEPPARD and CATHERINE M. SHEPPARD, his wife, and they made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true as therein stated.

As witness my hand and seal Notarial.

(NOTARIAL SEAL)

Nathan Cohen, 5/7/45
Notary Public.

DEPARTMENT OF PUBLIC WELFARE
Thomas J.S.Waxter, Director
327 St. Paul Place, Baltimore, Md.

January 21, 1944

Mrs. Dorothy C. Johns, Executive Secretary,
Church Mission of Help,
105 West Monument Street, Baltimore - 1 -Md.

Re: Baby Boy Conley - b. 1/14/44
Mother : Theal Conley - b. 3/14/19
Put. Father: Dan Easterbrooks - b. 1/21/12

My dear Mrs. Johns:

We have your letter of January 21, 1944, in reference to the above-named infant, and we are hereby granting consent to the separation of the mother and child in accordance with Section 622 of Article 27 of the Annotated Code of Maryland, 1939 Edition.

Sincerely yours,

Esther Lazarus,
Training Supervisor.

Exhibit # 1

ASSENT OF MOTHER

I, Theal Conley, mother of Baby Boy, infant, hereby assent to the adoption of the said Baby Boy, infant, by Kenneth Charles Sheppard and Catherine Miriam (Orem) Sheppard his wife, and hereby assent to this application to have the said infant declared the legally adopted child of said Kenneth Charles and Catherine Miriam (Orem) Sheppard the petitioners herein.

Theal Conley

STATE OF MARYLAND CITY OF BALTIMORE To Wit:

I HEREBY CERTIFY, That on this 22nd 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 Theal Conley mother of Baby Boy and in due form of law acknowledged the aforegoing Assent to Adoption to be her voluntary act and deed.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Nannie E. Yoe

My Commission expires May 7, 1945 Notary Public

Exhibit #2

We, the undersigned, have known Kenneth C. Sheppard and Catherine M. Sheppard, his wife, for five years and believe them to be of good character and fit persons to adopt the infant boy now in their custody.

Name: Oliver W. DeVenish
Address: N. Linthicum, Md.
Name: Garland L. Myers Sr.
Address: North Linthicum, Md.

Exh. #3
Filed Jany. 20" 1945.

This application being submitted and the Petition and all the other proceedings being by the Court read and considered,

The Court being satisfied, upon careful investigation, that the best interests and welfare of the baby boy, subject to these proceedings, will be thereby promoted.

It is thereupon this 25th day of January, 1945, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED, and DECREED, that the said infant be and he is hereby expressly declared the adopted child of the said Kenneth C. Sheppard and Catherine M. Sheppard, his wife, with all the rights vouchsafed under the Laws of the State of Maryland.

And it is further ADJUDGED, ORDERED, and DECREED that the name of said infant be and the same is hereby designated to be David Kenneth Sheppard.

And it is further ORDERED that the Petitioners pay the costs of these proceedings to be taxed by the Clerk.

James Clark, Judge.

Filed Jany. 25" 1945.

EX PARTE : No. 8797 Equity

IN THE MATTER OF THE ADOPTION OF : In the Circuit Court for

VINCENT RAY DOWNING an infant : Anne Arundel County.

PETITION AND ORDER.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your petitioners Corneilus Conner and Julia Conner, his wife, respectfully represent:

1. That they are residents of Severn, Maryland and have been for past five years and that prior thereto they resided in Baltimore, Maryland.

2. That for the past six months your petitioners have had the care and custody of the infant, Vincent Ray Downing, born at New York, New York on August 17, 1943.

3. That since taking the minor child, Vincent Ray Downing your petitioners have become attached to him and desire to have him for their own and to change his name to Vincent Ray Conner.

4. That since your petitioners have had the minor child, they have provided for him entirely from their own funds.

5. That said infant has no property of any kind but your petitioners are willing to take care of him and to educate him and train him in the proper manner.

6. That Janie Downing, mother of the infant child, consents to the passing of a decree making this child the adopted child of Cornelius and Julia Conner.

WHEREFORE YOUR PETITIONERS PRAY:

a. That an order be passed making the said infant child, Vincent Ray Downing to be the adopted child of Cornelius and Julia Conner.

b. That an order be passed changing the name of the said infant from Vincent Ray Downing to Vincent Ray Conner.

c. That pursuant to the provisions of Article 43, section 22 of Annotated Code of Maryland (Flack's 1939 edition) a new birth certificate be made.

AND AS IN DUTY BOUND, ETC.

TEST:

Willis Ray

Josiah F. Henry,Jr.
Solicitor for Petitioners

Julia Conner

Cornelius Conner

STATE OF MARYLAND ANNE ARUNDEL COUNTY TO WIT:

I HEREBY CERTIFY, that on this 8 day of February, 1944, before me, a Notary Public of the State and County aforesaid, personally appeared the within named petitioners, CORNELIUS and JULIA CONNER, and they did severally make oath in due form of law that the matters and facts in the foregoing petition are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Willis Ray, Notary Public.

Filed Oct. 7" 1944

THIS is to certify that I, Janie Downing, mother of Vincent Ray, hereby certify that I have read the foregoing petition and join in the prayer that this Honorable Court may grant the relief prayed.

Janie Downing

STATE OF NEW YORK Borough of Manhattan TO WIT:

THIS IS TO CERTIFY, that on this 3rd day of February, 1944, before me, a Notary Public of the State and Borough aforesaid, personally appeared JANIE DOWNING, the above named, and she did make oath in due form of law that the above is her free and voluntary act.

WITNESS my hand and Notarial Seal.

Mabel E. Beard King

Notary Public, New York County

N.Y. Co. Clks.No. 62,Reg. No. 4B548

Term Expires March 30, 1944.

DECREE

The foregoing petition, affidavits and consent and the other papers in the case, having been read and considered by the Court and the Court being satisfied, after careful investigation that the best interest and welfare of the infant, Vincent Ray Downing, will be protected by granting the _doption prayed for, it is therefore this 20th day of February, 1945, ORDERED and DECREED by the Circuit Court for Anne Arundel County that Vincent Ray Downing, infant, be and he is hereby decreed to be the adopted son of Cornelius Conner and Julia Conner, his wife and it is further ordered and decreed that the name of the said infant, Vincent Ray Downing, be and the same is hereby changed to Vincent Ray Conner, and that a new certificate be made in conformity with the provisions in the law therefor.

James Clark, Judge.

Filed 20" Feby. 1945.

CERTIFICATE OF CHARACTER.

STATE OF MARYLAND ANNE ARUNDEL COUNTY: ss.

THIS IS TO CERTIFY,that I have known the petitioners Julia Conner, and Cornelius Conner, her husband, a number of years and that we have lived in the same community as neighbors for quite a while. Mr. and Mrs. Conner maintain one of the best homes in our community and the said infant, Vincent Ray Downing will be greatly benefited by the loving care, affection, and advantages he will find in being the adopted son of these petitioners.

Witness my hand and seal.

Rev. Irwin Richardson

Subscribed and sworned to before me, a Notary Public, in and for me for Anne Arundel County.

(NOTARIAL SEAL) Willis Ray, Notary _____

STATE OF MARYLAND ANNE ARUNDEL COUNTY: ss.

THIS IS TO CERTIFY, that I have known the petitioners Julia Conner, and Cornelius Conner, her husband, a number of years and that we have lived in the same community as neighbors for quite a while. Mr. and Mrs. Conner maintain one of the best homes in our community and the said infant, Vincent Ray Downing will be greatly benefited by the loving care, affection, and advantages he will find in being the adopted son of these petitioners.

Witness my hand and seal.

Sarah Gaither

Subscribed and sworned to before me, a Notary Public, in and for me for Anne Arundel County.

(NOTARIAL SEAL) Willis Ray

Filed Jan. 24" 1945.

AFFIDAVIT.

I hereby certify that, I have known Janie Downing mother of the infant child, Vincent Ray Downing, for __ years. That, the child Vincent Ray Downing was born out of wedlock.

Julia Conner

Cornelius Conner

Baltimore Maryland, Feb. 19- 1945

Personally appeared Julia Conner and Cornelius Conner and acknowledging the foregoing statement to be true to the best of their knowledge and belief.

Josiah F. Henry, Jr.

Justice of the Peace

Filed Feby. 19" 1945.

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| | | |
|---|---|---|
| MARGARET MURPHY | : | No. 8192 Equity |
| VS. | : | In the Circuit Court for |
| WILLIAM J. MEYERS | : | Anne Arundel County. |

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Oratrix, complaining says:

1. That the said William J. Meyers is the owner of the equity of redemption of certain real estate, subject to three mortgages situate in the First Election District of Anne Arundel County, that is to say, all lots of plot of Edgewater Beach, recorded in Plat Liber W.N.W. 3, folio 15, known as Numbers 8, 9, 10, 11 and 12 in Block No. 15, as will appear by reference to a certified copy of Deed, herewith filed as part hereof, marked "Exhibit A".

2. That on or about November 1, 1938, the said William J. Meyers requested an attorney to prepare the third mortgage in the amount of Three Thousand Dollars ($3,000.00) on the aforementioned property in favor of the Complainant, Margaret Murphy. That the mortgage was prepared and recorded by the Respondent on November 30, 1938 among the Land Records of Anne Arundel County in Liber F. A. M. 194, folio 4; a certified copy of said third mortgage is filed as part hereof, marked "Exhibit B". After the mortgage had been recorded, the instrument was delivered to the Respondent who retained it in his possession.

3. That during the latter part of July, 1939, the Respondent, through fraud and misrepresentation, induced the Complainant to sign a Release of said third mortgage; and the Respondent deceived the Complainant by misinforming her as to the purpose and the consequences of her act. That the Complainant did not know she was signing a Release of the said mortgage, as when she placed her signature on the instrument, she relied solely on the statement of the Respondent that it was necessary for her to sign the mortgage in order to take title to the mortgage in her name. Thereafter the Respondent caused the pretended Release to be recorded as will appear by reference to a certified copy of re-

lease filed as part herecf, and marked "Exhibit C".

4. That the Complainant and Respondent during the years 1938 to 1940 were engaged to be married and that your Oratrix placed great confidence in the Respondent at the time the pretended Release was fraudulently obtained and that the Complainant completely relied upon the statements of the Respondent as to the purpose of placing her signature on the Release and the consequences of such act.

5. That the said pretended Release is wholly without legal consideration, is fraudulent and void, and should be set aside by a court of equity.

TO THE END, THEREFORE:

1. That the said pretended Release may be annulled and set aside by the Decree of this Court.

2. That your Oratrix may have such other and further relief as her case may require.

May it please your Honors to grant unto your Oratrix the Writ of Subpoena directed to the said William J. Meyers, he residing in 1708 N. Charles Street, Baltimore, Maryland, commanding him to be and appear in this Court on some certain day to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

Margaret Murphy.

Wilbur R. Dulin
Solicitor for Plaintiff.

STATE OF MARYLAND CITY OF BALTIMORE SS.

I HEREBY CERTIFY, that on this 13th day of May, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Margaret Murphy, and made oath in due form of law that she has read the foregoing Bill of Complaint and that the matters and facts therein contained are true to the best of her knowledge, information and belief.

AS WITNESS, my hand and Notarial Seal.

(NOTARIAL SEAL)

Mason Gieske
Notary Public.

My Commission Expires May 3, 1943,

Filed May 23" 1941.

DEED

(INT. REV. STAMPS $8.50)

THIS DEED, Made this 15 day of July in the year one thousand nine hundred and thirty-five, by and between, Beulah R. Tomlinson, and Frank Tomlinson, her husband, of Anne Arundel County, in the State of Maryland, parties of the first part; and William J. Meyers, of the City of Baltimore, in the State of Maryland, 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, his heirs and assigns, in fee simple, all those lots of ground situate in the First Election District of Anne Arundel County, in the State of Maryland, and described as follows, that is to say.

All those lots designated on the Plat of Edgewater Beach, made by D.J. Nowell &

Scn, dated July 1924, and recorded among the Land Records of Anne Arundel County, in Plat Book W.N.W. No. 3 folio 15, as Lots Nos. Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12) in Block Fifteen (15).

BEING the same property described in a deed from Charles E. Riordan, unmarried, to Beulah R. Tomlinson, dated January 28th, 1932, and recorded among the Land Records of Anne Arundel County, in Liber F. S. R. No. 98, folio 4.

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.

AND THE said Grantors hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted; and that they will warrant specially the property hereby granted and conveyed, and they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the within named Grantors.

WITNESS: Beulah R. Tomlinson (SEAL)

Harry Kuszmaul. Frank Tomlinson (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 15 day of July 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 Baltimore City aforesaid, personally appeared Beulah R. Tomlinson and Frank Tomlinson, her husband, within named Grantors, and they acknowledged the aforegoing Deed to be their respective act.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.

(Notarial Seal) Harry Kuszmaul

Notary Public

Recorded July 18, 1935 3 P.M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber F. A. M. No. 140, folio 218, 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 1st day of May, A.D. 1941.

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

Filed May 23" 1941.

ANSWER.

To the Honorable, the Judge of said Court:

The answer of William J. Meyers to the Bill of Complaint in this Honorable Court exhibited against him respectfully shows:

1. That he admits the allegations contained in paragraph one of said Bill of Complaint.

2. That he admits the allegations contained in paragraph two of said Bill of Complaint and further answering states that he never received but two thousand dollars from said Plaintiff, one check being for seventeen hundred dollars and the other for three hundred

dollars and that said money was given him without a mortgage but in order to protect her he subsequently had his attorney prepare a three thousand dollar mortgage as the Plaintiff was to subsequently get another thousand dollars for him which latter amount he never procured, hence the three thousand dollar amount named in the mortgage instead of two thousand dollars, the amount loaned.

3. This Defendant emphatically denies the allegations contained in paragraph three of said Bill of Complaint but on the contrary alleges that on the 29th day of July,1940, there was still due and owing unto the Plaintiff the sum of Five Hundred Dollars, he having paid all except that amount and on said date he in the presence of a witness paid her said sum and then and there had her execute the release which was done before a Notary Public and consequently no fraud was perpetrated upon her.

4. That he emphatically denies the allegations contained in paragraph four of said Bill but on the contrary alleges as aforesaid that he has paid her all that is due and owing. Moreover, he emphatically denies that he was ever engaged to her but that she may have assumed that attitude because of the fact that they were good friends and furthermore this Respondent states that the aforesaid assumption was the cause of all the trouble that existed between them for none started until after his marriage which took place on November 12th, 1940, and further answering said paragraph in general this Respondent alleges that the Plaintiff is a person very well versed in worldly affairs so much so that she is employed by Hutzler Brothers at a salary of approximately one hundred dollars per week and therefore would be a very difficult woman to fool financially moreover by laches she is now estopped from recovering in this action.

And having answered as fully as he is advised is necessary he respectfully prays that said Bill of Complaint exhibited against him might be dismissed with costs.

And as in duty bound, etc.

George B. Woelfel

Solicitor for Defendant.

Filed July 11" 1941

Testimony before the Court, September 23rd.,1941, on behalf of the Plaintiff.

PRESENT:-

Messrs. Foster and Dulin, Solicitors for Plaintiff.

Mr. George B. Woelfel, Solicitor for Defendant.

Juliet D. Strahorn, Court Stenographer.

September 3rd, 1941.

I hereby certify that the following testimony was taken by me as Court Stenographer, and by me transcribed for the record and filed.

Juliet D. Strahorn

Court Stenographer.

WITNESSES:-

Margaret Murphy, ---------- 2 to 7 -----7 to 12

Charles W. Johnson, ------- 13 to 16----16 to 17

Betty B. Courtney, -------- 18 to 20----20 to 21.

Miss Margaret Murphy, the Plaintiff, being first duly sworn, says:-

1. State your name and address?

A. Miss Margaret Murphy, 3116 No. Calvert st., Baltimore, Md.

2. You are the Plaintiff in this case?

A. Yes.

3. Do you know William J. Meyers?

A. Yes I do.

4. When did you meet him?

A. In August, 1935.

5. Did you see him quite often?

A. Yes, in 1935 average of once a week, in 1936 I saw him once a week and sometimes week-ends, and in 1937 I saw him practically every night I was in town, and 1938 occasional week-end party at his home.

6. In the Summer of 1938 just what occurred between you and Mr. Meyers in reference to the loan of money to him?

A. Mr. Meyers and I became engaged in January of 1938,- in the Fall of 1938,- and in March 1938 Mr. Meyers came to me and said he was having some trouble with the Finance Company and he would have to raise some money.

He gave me an engagement ring belonged to his former wife,- much too large.

In March 1938 he came to me and told me he needed cash he was having trouble, and asked me how much I had in cash, and I told him about $2,000 in cash, $1700 with The Eutaw Savings Bank and $300 with The Morris Plan Bank,- I have my books here to show that. I told him that was all the cash I had, and he said he needed around $6000, and I told him I would try to see how much I could borrow, I will see what I can do about borrowing it, I had $2000 in cash in Bank. I was not able to borrow it.

7. Did you give Mr. Meyers the $1700?

A. Yes I gave him the $1700 and also $300 from the Morris Plan Bank, but I did not give it to him until I gave him a payment on April 16th, 1938 of $169.53 that was interest on the mortgage with The Equitable Trust Co. ---------- from The Morris Plan Bank.

8. What was the understanding between you and Mr. Meyers as to the extra $1,000?

A. At the time when I tried to borrow the $1,000 and could not I told Mr. Meyers I would lend him the $2,000 in cash and over a period of a year or a year and a half I would keep up his interest payments on the $5500 with The Equitable Trust Company at the various times, and I told him to let me know about them when they came due as I was quite busy at the time.

9. Tell the Court how much money you actually loaned Mr. Meyers and then explain how much he has paid back to you? How much money altogether have you actually loaned Mr.Meyers?

A. I have here it all, every date and payment I made, it is around $2800.

10. Can you tell more definitely?

A. I can give you the various interest payments I have made for him and the $2000 cash.

| | | |
|---|---|---|
| April 16th, 1938, I gave him | ---------- | $ 169.53 |
| May 27th, 1938, from Eutaw Savings Bank, | ---------- | 1,700.00 |
| from Morris Plan Bank, | ---------- | 300.00 |

On November 28th, 1938 I paid interest to the Equitable

Trust Co. on North avenue, made the payment myself and my receipt at the Bank has on it paid by Miss Murphy for William J. Meyers, the check was for $200 and I got back $12.50 making the payment for, ---------- $ 187.50

On February 20th, 1939 I also made payment at the Bank for Mr. Meyers, I drew check for $175 and added $12.50, ------- 187.50

On May 22nd, 1937 I also made this payment for Mr. Meyers at the Bank in the amount of, ---------- 185.00

On May 2nd, 1939 I borrowed on my Annuity in Travelers Insurance Company, policy, ---------- 200.00

I had applied for it and gave it to him on Augst. 15th, ---
The next payment was February 8th, 1940 in cash, ---------- 150.00

That's all the money I gave him, Mr. Meyers can verify that

Total $3,079.53

11. The total you have just given us, was that to be applied on the mortgage?

A. Yes, I was supposed to be given a $3,000 mortgage for these payments, every one of them, Mr. Meyers and Mr. Neudecker were at my house at the time, it was agreed they were to take the second mortgage and I was to take a $3,000 third mortgage, Mr.Neudecker said he would take it on a 6% basis, and he was very much perturbed about whether he could afford to pay that, and I said "This is a personal matter as far as I am concerned."

12. Did you expect him to pay any interest?

A. No, I told him not to, over a period of three years he was not to pay any interest at all, that was our agreement I knew he was very much up against it.

13. This is a five year mortgage?

A. That was not supposed to be five it was supposed to be three.

14. How did the mortgage happen to be drawn up?

A. After all it was mentioned in the house that evening, Mr. Neudecker said they would give him $3,000, and Mr. Meyer said "give Mrs. Murphy a $3,000 third mortgage, you know I cannot afford to pay a Lawyer, so, Mr. Neudecker you go ahead and have a mortgage drawn up for yourself and also for Miss Murphy", - I never received the mortgage at no time, never had it in my possession, and never a word mentioned about a mortgage no more. In the Summer of 1939 before I went down to Meyers' I was going away on a vacation, about a week before, I fell down three or four flights of steps and sprained my ankle, and Mr. Meyers suggested I come to his Summer place.

14. Explain to the Court just what took place when you saw Mr. Meyers, and then went to his office in reference to this release?

A. He called up and asked me to have dinner with him on Saturday afternoon and I took a cab and went to his place, and we went out and had dinner, and sitting at dinner he said "You know you are very careless, here I had this automobile accident just a while ago, and now you fall down steps, and if something would happen to you, do you realize your mother is not secure, in case anything would happen to you, you have never signed that mortgage".

15. How did you happen to execute the mortgage, or sign the paper?

A. He said "you are very careless, you never signed that mortgage", and I said "why did you not tell me before, I never knew I had to" and he said "well, while it is fresh in our minds we are going back to my place of business and you are going to sign it".

I went back and he got the papers out of the safe and he handed me three or four papers looked like income tax papers to me, like this, and the bookkeeper was standing in the rear of the office, and I said "do I have to sign all these papers", and the bookkeeper said "Knowing Mr. Meyers as well as you do, I should not think it was necessary for you to read them".

16. What did Mr. Meyers say?

A. He did not say anything he just stood there. I took the papers and I walked to the front of his place of business and I had these papers in my hands and Mr. Meyers came down and filled his fountain pen, the bookkeeper was nowhere near us, and he filled his fountain pen and said "sign right here" and I signed right there, and he told me I was signing the mortgage that after all everybody had to have signature on the mortgage.

17. Was the word "release" ever mentioned?

A. Never any mention of any release and Mr. Meyers never paid me a dollar because he had nothing to pay with.

18. How much has he actually paid you back?

A. Mr. Meyers has never paid me a cent back, and I called Mr. Meyers September of last year, and I said "after all ---" that's when I first found out I had signed a release.

19. When was that you first found out you had signed the release?

A. I found it out September 13th, 1940 that I had signed a release.

I broke off with Mr. Meyers the beginning of 1940 when he went away on New Years Eve, and after he came back and apoligized for going, then I told him I never wanted to have anything to do with him, I went to New York in January,-I saw him occasionally in February, March and April of 1940 once in about three weeks, after I had turned it over to an attorney.

20. After you found out September 13th, 1940 how long after that did you take proceedings to have it nullified?

A. September 20th, 1940, I called him up and asked him,- I said "Now our friendship is broken off I would like to have the mortgage in my possession".

21. When was it you found out that the paper you had signed was a release?

A. September 20th, 1940.

22. When was it after that you first took steps to have the release nullified?

A. I gave it to Mr. Forster October 19th, 1940.

23. So it was approximately a month after that you took action?

A. Yes.

24. You say he never paid back any of the money you loaned him?

A. Never. When I borrowed on my Insurance Annuity on May 2nd, 1939 that was the last cash I had available.

25. After you found out you had signed a release did you have any conversation with Mr. Meyers?

A. Yes, on October 15th, 1940, Miss Courtney was in my home, I had made mention to Mr. Sterling I was calling Mr. Meyers,- and I called Mr. Meyers and I said "I am calling you contrary to my lawyer's advice, I want to know what was your motive in getting a release and having me sign it", and he said "Well, after all Murf you have been a marvelous friend to me but I knew if anything happened to you I would have trouble with you, and that's

the reason I had it done", I said "but don't you realize it is a case of stealing, you can go to jail for anything like that", and he said "you would not dare take me into Court, your position is too important", and I said "how could you do such a thing, don't you have any conscience", and he said "after all you know I have not got money to pay you off, if you want the South River place take it", after all what would I do with itm I don't have a car I could not think of living there I could not keep it up, and neither could you, that's why you are in the position you are, and he said "after all you have turned it over to a lawyer just try to collect it, I will stop you from every angle".

26. Did anybody hear that conversation?

A. Yes, Miss Courtney heard it all.

27. Did he admit at that time he had not paid you anything?

A. Yes, he admitted he had not paid me a dime.

28. Did he admit he got you to sign this release?

A. He did, because if anything ever happened between us he would have me where he wanted me because after all "you won't dare to take me to Court" he said "because of your position."

29. When was this conversation?

A. This was October 15th, 1940, and immediately after that I turned it over to Mr. Foster.

30. Did you ever have any mortgage transaction in your life?

A. Never had a mortgage, never owned property, only thing I had was my bank accounts and Insurance.

Cross Examination.

(Woelfel)

1. Do you have the check for $169.53?

A. No, but Mrs. Miss Travers is in the Court room she can testify as to that; we drove up from the country on Monday morning and both Mrs. Travers and Mr. Meyers sat outside the Bank in the car and she saw me count this money out to Mr. Meyers.

2. This $187.50 November 28th, 1938 what have you got for that?

A. I have a photostat copy of my check.

3. This first check November 28th, 1938 that is a Cashier's check on the Eutaw Savings Bank of Baltimore made payable to your order?

A. Yes.

4. Endorsed by you only?

A. Endorsed by me and I paid that at the North avenue branch of the Equitable Trust Company.

5. The Equitable Trust Company never endorsed this did they?

A. Yes, it's on there.

(Court)

6. Did Mr. Meyers actually get the cash this check calls for?

A. Not that one, I went to the Bank, - he had given me the bills showing when the interest was due, and I took that to the bank November 28th and I paid it and they gave me a receipt, that shows it was paid for him.

I drew that myself from my account and took it to the Equitable Trust Company and paid

and paid that for Mr. Meyers and took his receipt, paid it on account of his interest on the $5500 at the Equitable Trust Company.

7. The next one is $175 you paid that?

A. Yes, I added $12.50 to make up the $187.50.

8. Did Mr. Meyers know you were making that payment?

A. Yes, I never knew when they were due, he gave me the little notices just like bills for the interest.

9. On May 22nd, 1939 check for $185, this has 3 or 4 stamps on the back who got this money?

A. That was paid for his account at the Equitable Trust Company. Mr. Meyers got the money for every one of them, paid for his account.

10. These two for the $2,000 he admitted getting, have his deposit stamps on them?

A. The ones I took to the Bank and paid for him naturally would not have his deposit stamp. I paid those myself, and on the back of the photostat copies it has it was paid by me for him.

11. This $1700 and $300 check they were endorsed by Mr. Meyers?

A. Yes, they were given Mr. Meyers at his place of business in actual cash. These others were paid on his interest on the $5500 mortgage as the interest came due he gave me the slips showing when due and I paid them, and the Insurance check you will find his signature on that too, the ones I gave to him direct have his signature on them.

12. This check from the Chase National Bank is dated May 2?

A. I think I applied for it the latter part of April but it came through on May 2nd but I never gave it to him until August 15th because he had some interest and taxes to pay, that was the $200 Insurance check. I was at his place that week-end and he had to pay some taxes or interest and I gave it to him then.

13. Anybody present when you gave it to him?

A. No, I know there was not. I had no other reason to borrow money.

14. What about February 8th, 1940?

A. The $150 payment? That $150 was given to Mr. Meyers in cash. I was going to Florida on February 9th and I had in my possession $200 in Traveler's checks, my ticket and some other cash, I drew $150 that day, and Mrs. Travers and Mr. Meyers were at my house that day and I told them I drew $150 I thought possibly I might need it, and he said it was perfectly silly taking all that cash, to leave the $150 with him and if I needed it to send a wire to him for it. I did not need it and when I came back I asked him for it and he said he had used it for his own personal things, but if I really needed it he would give it to me, and I said "No, you can just apply it on the next interest payment".

15. Why were you making these advances and money to Mr. Meyers?

A. I agreed to give him $3,000 and he told me he was giving me a $3000 mortgage in exchange for it, and I told him I would keep his interest up to the extent of $1,000 and that's why I was keeping it up. I had every intention of marrying him, and I had every reason to believe in him, I never doubted for one instant he would do a thing like this.

(Court)

16. You made some of these payments after you signed the release?

A. Yes, I made some after that, I made this one for $200 and this one I gave him on

August 15th and in February the 8th I gave him $150 in cash.

17. You paid him $350 after you signed the release?

A. Yes, I did not know I was signing a release.

18. When you paid this $200 and this $150, being $350 what security did you understand you had?

A. I did not understand any security, I thought I was still paying on this mortgage.

19. Did you understand this mortgage was still in effect?

A. Of course I did.

20. September 13th you first found out about the release?

A. I called him to come and bring the mortgage papers and he came and did not have the papers, he said he forgot them; he chatted a few minutes and I said "after all this is a business basis now".

21. When did you expect to get any money out of Mr. Meyers?

A. Mr. Meyers agreed with me in the presence of Raymond and Dorothy Neudecker I was getting a $3,000 mortgage for three years, and Mr. Neudecker was drawing it up and I expected to get my money at the end of the three years, I thought he would be in a position in three years to be able to pay me.

22. The first loan was made in February, 1938?

A. No, the first loan I gave Mr. Meyers was April 16th, 1938, I gave him $169.53 because he had to pay some interest.

23. And the loan of $2,000 was made May 27th, 1938?

A. That's right.

24. Who got the mortgage prepared?

A. Mr. Neudecker was supposed to get a mortgage for $3,000 for himself and for me, I never had it in my possession.

25. When was the mortgage dated?

A. I never saw it and I would not know.

26. Was there a note with the mortgage (by the Court)

A. No.

27. Did you sign the release?

A. No, I signed that mortgage not a release, I did not look at the date the only time I knew anything about it was when I came to the Court House and saw for myself to make sure, I could not imagine Mr. Meyers doing anything like that.

28. You did see the mortgage when you signed the release?

A. I saw a paper supposed to be a mortgage, three or four pages and a lot of fine letters on it, it remained me of an Income Tax and I had so much confidence in Mr. Meyers I would not think of reading it over, I never gave it a thought, I could not believe anybody would do such a thing.

29. What is your occupation?

A. I am a stylist for Hutzler brothers in Baltimore.

30. What education have you had?

A. I have a public school education, not College.

31. Your position requires you to travel to New York and other places?

A. Yes.

32. And you meet with,-

A. I don't meet with dishonest people I assure you, this is the first dishonest

person I have ever come in contact with in my life.
33. Do you sign papers without looking at them?
A. I don't sign papers, I place orders, I have an order form, we have a merchandise man who confirms every order sent in.

34. Do you sign checks without looking to see what you sign?

A. I don't have occasion to sign checks, I never had a checking account

35. Don't you endorse checks?

A. I endorse them that's all.

36. Do you look to see the amount?

A. When I go into a Bank and ask for a certain amount I look to see if I get it, as much as the check calls for.

37. This conversation you had was about the mortgage?

A. Definitely.

38. You came back from dinner to sign the mortgage?

A. Yes.

39. And you did not look to see what you were signing?

A. I certainly did not, I had every confidence in Mr. Meyers, the man you are considering marrying you certainly have confidence in, I never gave it a thought to look at the paper.

40. Had you ever been married before?

A. Yes,- I was quite young at the time.

41. There was a man in the office the day you signed the release?

A. His bookkeeper was in the office.

42. He was the one said "knowing Mr. Meyers as you did, I should not think it necessary for you to read it", he signed as a witness?

A. He was nowhere near me when I signed that mortgage, at the time I signed it the bookkeeper was in the back of the store and I was at the front, his place is like this (describing) the bookkeeper was nowhere around.

43. He signed as a witness to your signature?

A. He certainly was not; if he signed as a witness he should be put behind the bars.

44. He even put a Notary's seal on it?

A. If he did that is very dishonest he was not anywhere near us.

45. He was in the room at the time you signed?

A. He was in the same building I would say.
46. He was in the same room was he not?
A. He was in the same building because Mr. Meyers has a balcony also.

47. He was in the same room was he not?

A. He was in the same building I would say because there are some inner offices too.

48. Was any money passed to you at that time?

A. Definitely not, none at all. I went down to his place for two weeks, I even paid his maid and for all his food, I paid his gardener too he did not have any money to pay anybody.

49. The cash you loaned him on these various occasions you are not asking for that?

A. I certainly am, I am asking for the full amount.

50. On Christmas Eve of 1938 did you receive $300 from Mr. Meyers?

A. Never. I don't see how he could afford to pay me $300.

51. On January 28th, 1939 did you receive $200 from Mr. Meyers?

A. I never received a dime ever from Mr. Meyers, never one dime ever from him.

52. You could not possibly be mistaken about that?

A. I could never be mistaken because he never ever gave me a dime.

53. Did you ever get an engagement ring?

A. Yes, I had his wife's.

54. Where is it?

A. Gave it back, it was much too large for me I had it over a period of a month or two.

55. You found out on September 13th you had signed a release?

A. No, on September 20th.

56. On October 15th you had consulted no lawyer?

A. Yes I had. I called Mr. Sterling at the time to go see Mr. Meyers and that's how I knew he had the release.

57. When did you turn the case over to Mr. Sterling?

A. It was after the 13th when I asked him to bring up the paper, it was within the next week.

-----All checks referred to are considered offered in evidence, and it is agreed that the photostat copies may be used in place of the originals which have been exhibited tom the Court.

Charles W. Johnson, a witness of lawful age, being first duly sworn, says:-

1. State your name and residence, and what position you hold?

A. Charles W. Johnson, 5705 Stuart, Baltimore, Md., I am Manager of the North avenue office of The Equitable Trust Company.

2. Are you familiar with the loan account of Mr. William J. Meyers?

A. Yes I am, from the records.

3. This ia a mortgage on his property in Anne Arundel County?

A. Yes, lots 8-9-10-11 of Block 15, Edgewater Beach, Anne Arundel Co.

4. Do you have the records there showing payments made to Mr. Meyers mortgage account on or about the 28th of November, 1938?

A. Yes, November 29th.

5. How much was paid at that time on principal and interest?

A. $125 on principal and 63.83 on interest, total $188.83.

6. Do your records show payments on or about the 20th of February, 1939?

A. 21st February, 1939.

7. How much was paid on principal and interest?

A. $125 on principal and $62.50 on interest, total $187.50

8. Was that payment made through the North Avenue branch?

A. Yes.

9. Is that the stamp on there of the North avenue branch of the Equitable Trust Company?

A. Yes.

----Shwoing witness checks dated Febry. 20th, 1939 to the Order of Margaret Murphy $175 and endorsed by her.

10. On May 22nd, 1939 have you any record of interest or principal payments on that mortgage?

A. May 22nd, 1939 $125 on principal and $60.86 interest, total $185.86

11. I show you check of the Public Bank No. 30305 order Margaret Murphy, amount $185 and ask you is that the stamp of The Equitable Trust Co.?

A. Yes.

12. Do you have with you the Journal showing those payments of May 22nd, 1939 that that check was received?

A. This Journal shows the check that was sent to our proof department from the North avenue office, it is listed "Public Bank of Maryland, Margaret Murphy (Meyers), May 22nd, 1939.

13. What is the significance in that record of (Meyers)

A. That the payment was applied on the account of Meyers. This record is the loan record it does not show any cash record.

14. Can you tell from your position with the Trust Co. whether these payments were applied on the Meyers account?

A. From our records I would say yes. It shows the loan teller's stamp as though had passed through the loan department.

15. All applied on the Meyers account?

A. Yes. This check for $185 as the Loan Department stamp on it of the main office; and this one is the North avenue department, the checks that pass through our Tellers would not be written up in the cash book.

16. Were they all applied to the Meyers account?

A. Yes.

17. Has that mortgage been paid off?

A. Yes.

18. And the mortgage has been renewed?

A. This record does not show that.

-----It is agreed that photostat copies of all checks shall be used in evidence and originals returned to proper custodians.

Mrs. Mal Travis, a witness of lawful age, being first duly sworn deposes and says:-

1. State your name, please?

A. Mrs. Mal Travis.

2. Do you know Mr. William J. Meyers?

A. I do.

3. Do you know Miss Murphy?

A. I do.

4. Were you present on the morning of April 16th, 1938 when Mr. Meyers and Miss Murphy were along?

A. Yes.

5. Did you see Miss Murphy give Mr. Meyers any money?

A. I did.

6. How much was that?

A. $169.53

7. What was the occasion for the payment of this money?

A. I really did not know the occasion, I understood it was for interest.

8. You saw Miss Murphy give Mr. Meyers this $169.53?

A. Mr. Meyers and I were sitting in the car outside and Miss Murphy went into the Morris Plan Bank and drew the money.

9. You saw her give this $169.53 to Mr. Meyers?

A. I did.

10. What was said by either party at that time?

A. I don't recall any conversation at all.

11. Nothing said about what the payment was for?

A. No, I was not supposed to be interested; I just know the money was passed.

12. How do you know it was that amount?

A. I saw the money counted.

13. Were you present in Miss Murphy's apartment on February 8th, 1940 with Mr. Meyers and Miss Murphy?

A. I was there for dinner.

14. Did you see any money passed at that occasion?

A. No, I heard a conversation regarding money, I knew she had $150 in cash, and the trend of the conversation was that she did not need all that cash, and it should be left for safe keeping, I did not see the money handled.

15. Did you hear either one say they would, or they were going to get the money?

A. I heard her say she would leave the money in the care of Mr. Meyers in the event she needed it it could be sent her. She had her Travelers checks and also her ticket to Florida, I saw them.

16. Ever, at any time, hear any mention of a mortgage between these parties?

A. Through Miss Murphy, and I understand Mr. and Mrs. Neudecker that was a mortgage on the place.

17. Was the mortgage mentioned by either of the parties.

A. No sir, Mr. Meyers had never.

Cross Examination.

(Woelfel)

1. What day was April 16th, 1938?

A. The morning the money was handed out was Monday morning.

2. That was from the Public bank, the Morris Plan Bank?

A. Yes.

3. What time was it?

A. It was early, around 9 o'clock just after the Bank had opened.

4. Where did Mr. Meyers get you?

A. We had spent the week-end at Mr. Meyers place.

5. You and Miss Murphy had spent the week-end down there?

A. Yes.

6. Did you go to work?

A. Yes.

7. Where are you employed?

A. I work at Hutzler's.

8. Is she your boss?

A. No indeed.

9. Both in the same Department?

A. No, she has nothing to do with me at all, not in the store.

10. You saw him count out the money?

---

A. Not him, - I saw him and Miss Murphy count the money when she gave it to Mr. Meyers.

11. In February you did not see the money pass?

A. No, I did not.

Miss Betty B. Courtney, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name and residence?

A. Miss Betty B. Courtney, 1531 E. 29th st., Baltimore, Md.

2. Do you know Miss Murphy?

A. Yes.

3. Were you at her apartment on October 15th, 1940?

A. Yes.

4. Did you hear her make a telephone call that night?

A. Yes.

5. To whom did she call, if you know?

A. Mr. William J. Meyers.

6. Where were you when that call was made?

A. In the chair right next to the phone.

7. Where was Miss Murphy?

A. On the straight back chair right next to the phone.

8. Did you hear the conversation that occurred between Miss Murphy and Mr. Meyers?

A. Yes.

----Objection. Taken subject to Exception.

9. Did you hear the conversation of Miss Murphy?

A. Yes.

10. Who did she address when she spoke over the telephone?

A. Bill.

11. Did she discuss anything pertaining to a mortgage and a release?

A. She purposely called him trying to get some understanding about the release.

12. How could you hear Mr. Meyers conversation?

A. This was due to the French phone Miss Murphy has in her apartment, you can talk and hear at the same time, and we were seated close together so I could hear, that was the purpose of the two chairs, the phone was between the two of us.

13. Could you hear the party on the other end?

A. Yes.

14. Did you know Mr. Meyers personally?

A. Yes.

15. Did you recognize his voice?

A. Yes.

16. What was the conversation?

A. Miss Murphy tried to get some information from Mr. Meyers in reference to this release because it was quite a shock to her and she thought if she could have a personal conversation with him she could ask him why it had been done, and just talked personal conversation, and she wanted to know about the money what he could do, and he explained he did not have any money and could not do anything about it, and if she would like to have it she could have the South River property, and she replied that would not be any good as she had no way to get down there and would not be anything for her to do, she could not afford to keep it up.

17. Anything said in reference to the release of this mortgage?

A. Nothing other than she just could not understand just why that had been done, and he said he just felt, he just always felt he would have trouble with her and that was the reason it had been done.

18. What "had been done"?

A. About this whole business of loaning the money and she had nothing to show for it.

19. What was said about the release, did she know she had signed the release?

A. Not that it had been a release, she had signed papers, she did not know what it was until she had been told by Mr. Sterling,- this was before the conversation.

20. She had consulted Mr. Sterling before the conversation?

A. Yes, and he had told her not to consult Mr. Meyers.

21. When did she first learn this was a release, far as you know?

A. In September, 1940. Far as I know.

22. What did Mr. Meyers say in reference to the release that Miss Murphy had signed, did he say anything?

A. No, that was all he would say about it, that he expected some kind of trouble,- if they ever had trouble, -that was the only thing he had to protect him.

23. Did he say he had paid the money?

A. No.

24. Did he say he was going to pay?

A. No, he did not say anything except that he had no money he could not pay it he would give her the South River property.

25. He was talking about not being able to pay off the mortgage which had already been released the year before. The mortgage was released in 1939, and this was September, 1940. Did you hear him say he could not pay the mortgage?

A. That he could not pay Miss Murphy the money she had given him for the mortgage.

26. That was in 1940?

A. Yes.

27. And the release is dated September, 1939?

A. Yes.

28. Still talking about the money being owed by Mr. Meyers to Miss Murphy?

A. Yes.

Cross Examination.

(Woelfel)

1. How often did you see Mr. Meyers?

A. I saw him every time I went with her to the South River property, with Mrs. Travis, Miss Murphy and Mr. Meyers.

2. How often did you go down there?

A. It would be impossible to tell you.

3. Did you stay over week-ends too?

A. Yes.

4. You are positive you recognized Mr. Meyers voice?

A. Difinitely, yes.

5. You went there purposely to hear the conversation?

A. No.

6. You requested to pull up your chair so you could hear the conversation?

A. If you care to call it a request.

7. Did you see Miss Murphy dial him?

A. Yes.

8. What number did she dial?

A. I could not tell you.

9. You don't know whether she did dial him?

A. I know his voice.

10. This is the only conversation you ever heard about this mortgage or money between Mr. Meyers and Miss Murphy?

A. Yes.

11. Only one?

A. Yes.

12. How often during the year 1940 did you go to Mr. Meyers home?

A. I don't think at all.

13. How often during the year 1939?

A. I could not tell you how often I was there.

14. All during that time you never heard anything about the mortgage?

A. Yes, I knew about it. It was not discussed in my presence.

15. How did you find out about it?

A. Through Miss Murphy. Miss Murphy came to me to borrow $500 of the extra $1,000 she needed to make the toal of $3,000, that was when this discussion came up, I don't remember the date. I bought an automobile at that time, I remember, and I did not have the cash, it was about 1938, it could have been 1937.

16. You work for Hutzlers?

A. No, I am a Dental Assistant in the Medical Hospital.

Re-Direct.

1. You were with Miss Murphy at the time she withdrew the checks for $1700 and $300?

A. Yes.

2. And you knew about the mortgage then?

A. Yes.

(MD. STATE STAMPS $3.00)

THIS MORTGAGE, made this 1st day of November in the year one thousand nine hundred and thirty-eight, by and between WILLIAM J. MEYERS, widower, of the City of Baltimore, in the State of Maryland, party of the first part, Mortgagor; and MARGARET MURPHY, Unmarried, party of the second part, Mortgagee.

WHEREAS, the said mortgagor stands bona-fide indebted unto the said Mortgagee in the full and just sum of Three Thousand ($3,000.00) Dollars, the same being money this day loaned and advanced by the latter to the former, which said principal sum of money the said Mortgagor hereby covenants and agrees to repay unto the said Mortgagee within five years from the date of these presents, together with interest to accrue thereon at the rate of 3% per-annum, payable semi-annually; both principal and interest being payable in lawful money of the United States of America; and

WHEREAS, it is further agreed between the parties hereto that in the event of a bona-fide sale by the Mortgagor of the property herein described, that he shall have the right and privilege of prepaying the whole Mortgage, and obtaining a release therefor upon the payment of the balance due thereon; and

WHEREAS, it was a condition precedent to the granting of the aforesaid loan that it be secured by a Mortgage, wherefore these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollars ($1.00) the receipt of which is hereby acknowledged, the said party of the first part, Mortgagor, doth hereby grant and convey unto the said party of the second part, Mortgagee, her heirs or assigns, in fee simple, all those lots of ground situate in the First Election District of Anne Arundel County, in the State of Maryland, and described as follows, that is to say:

ALL those lots designated on the Plat of Edgewater Beach, made by D. J. Howell & Son, dated July, 1924, and recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 15, as Lots Nos. Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), in Block Fifteen (15).

BEING, the same property described in a Deed from Beulah R. Tomlinson and husband to the within named Mortgagor, dated July 15, 1935, and duly recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 140, Folio 218.

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said lots of land, with the improvements and appurtenances aforesaid, unto the said party of the second part, Mortgagee, in fee simple forever, subject, however to the legal operation and effect of a Mortgage from William J. Meyers, Widower, to the Equitable Trust Company, dated of even date herewith and duly recorded among the Land Records of Anne Arundel County prior hereto, made to secure the sum of Fifty-five Hundred Dollars ($5500.00), and also subject to a second mortgage from William J. Meyers, widower, to Raymond Neudecker, dated May 28th, 1938, and duly recorded among the Land Records of Anne Arundel County, Maryland, in Liber F. A. M. No. 181, Folio 238, made to secure the sum of Three Thousand ($3,000.00) Dollars.

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 covenent 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, her personal representatives, successors 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 mortgagee, personal representatives, successors or assigns, or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under a decree of a court of equity in Maryland; second, to the payment of all claims of the mortgagee, personal representatives, successors or assigns hereunder, whether the same shall have then matured or not; and, third, the balance, if any to the said mortgagor, heirs, personal representatives, successors or assigns, and half of such commissions and all such expenses and costs shall be paid by the mortgagor, his 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 mortgagor, his 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, ground rents, public dues and charges the said Mortgagor for himself, his heirs, and assigns covenant to pay when legally due, and upon payment thereof to exhibit to the mortgagee the receipted bills thereof, at the place of business of the mortgagee, or 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 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 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 mortgagee, personal representatives, successors or assigns, to the extent of lien or claim under this mortgage, and to deliver all of the policies covering said premises 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 at the option of the mortgagee 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 mortgagee in lieu of such application may, in writing, consent to the use by the mortgagor of said insurance money for the reconstruction of the improvements on the mortgaged property.

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

Witness: the hand and seal of the within named Mortgagor.

WITNESS: Bob Turner
1708 N. Charles St. Wm. J. Meyers (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY that on this 26th day of November, in the year one thousand nine hundred and thirty-eight before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William J. Meyers, widower, the within named Mortgagor, and acknowledged the aforegoing mortgage to be his act.

At the same time also personally appeared 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 is the agent of the mortgagee.

In Testimony Whereof, I have affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) M. E. Wentworth
Notary Public.

Recorded Nov. 30, 1938 at 9 o'clock A.M. in Liber F.A.M. No. 194, Folio 4, etc. one of the mortgage Records of Anne Arundel County

For value received I hereby release the within mortgage

Witness my hand and seal This 29th day July, 1939

Wit.: M. E. Wentworth Margaret Murphy (SEAL)

Recorded May 1, 1940 at 3:40 P.M. in Liber F. A. M. No. 194, fol. 6 etc. Land Records.

Other Exhibits Filed with Testimony.

Margaret Murphy, Plaintiff, No. 8192 Equity.

vs. In the Circuit Court for

William J. Meyers, Defendant. Anne Arundel County.

Testimony on behalf of the Defendant.

January 6th, 1942, day and night session.

Messrs. Foster and Dulin, Solicitors for Plaintiff.

Mr. George B. Woelfel, Solicitor for Defendant.

Juliet D. Strahorn, Court Stenographer.

January 6th, 1942.

I hereby certify that the following testimony was taken by me as Court Stenographer, and by me transcribed for the record and filed.

Juliet D. Strahorn

Court Stenographer.

WITNESSES:- William J. Meyers, -------- 2 to 11 -----11 to 31

Raymond Phippe, ---------- 32 to 33 ---- 33

Michael E. Wentworth, ----- 34 to 38 -----39 to 46.

Raymond Neudecker, ------- - 47 to 53 -----53 to 54

Margaret Murphy, --------- 55 to 62 ---- 62 to 65

The Defendant, William J. Meyers, being first duly sworn, deposes and says:-

(Woelfel)

1. State your name and residence?

A. William J. Meyers, Edgewater Beach, Anne Arundel County, Md.

2. How old are you?

A. Forty-eight years.

3. Do you know the Plaintiff, Margaret Murphy?

A. Yes.

4. How long have you known her?

A. Since 1935.

5. Since that time were you and Miss Murphy good friends?

A. Yes sir.

6. Were you ever engaged to Miss Murphy?

A. No sir.

7. Did you ever give Miss Murphy a diamond ring?

A. No sir.

8. Did you ever give her a diamond ring belonging to your former wife?

A. No sir, never did.

9. What type of home do you have at Edgewater Beach?

A. Three story house, five bedrooms, three baths, living room, dining room, kitchen, sun parlor and porch where we eat in Summer time; two car garage, 65 foot boat house.

10. You have a large place down there?

A. About three acres, yes.

11. Did Miss Murphy ever go to that house?

A. Many times.

12. Did you give her permission to go there?

A. Yes.

13. How frequently did she go there, with you or without you?

A. She went there with me and she entertained many of her friends and relatives there a number of times, I don't know how often.

14. Without your being present?

A. Yes, many times without my being present.

15. Who took care of that house?

A. We had a colored girl come in on week-ends to take care of it and I had a care-taker for a while.

16. Was the house furnished?

A. Oh yes.

17. Have curtains there?

A. Sure.

18. Did Miss Murphy ever put curtains in that house?

A. Yes she did, if she did not like the ones up there she would tear them down and put others up.

19. Any guests towels there?

A. Yes, she brought things there like that, yes.

20. Ever make any charge for things she put in there?

A. No sir.

21. Were they gifts?

A. Yes.

22. Miss Murphy alleges that she loaned you, and you gave her a mortgage of $3,000 on November 1st, 1938, did you ever receive $3,000 from Miss Murphy?

A. I received $2,000.

23. How was that $2,000 made up?

A. A check for $1700 and I think one for $300.

24. They were the two checks Miss Murphy gave you on April 16th, 1938?

A. No, it was May, I am quite sure it was May.

25. How came you to give her a $3,000 mortgage if $2,000 was all she loaned you?

A. Because she promised to loan me $3,000 but she never did have but $2,000.

26. Did she loan you $2,000?

A. Yes.

27. Who prepared that mortgage?

A. Mr. Neudecker.

28. Who is Mr. Neudecker?

A. He is a neighbor and a lawyer in Washington, a friend.

29. Did you have him prepare the mortgage?

A. Yes.

30. When did you give her the mortgage?

A. I think it was November, 1938.

31. Did you ever repay that $2,000?

A. Yes.

32. How did you re-pay that $2,000?

A. December 24th, 1938 I paid, ----------$300.
January 28th, 1939, ---------- $200.
February 25th, 1939, ---------- $200
March 25th, ---------- $200
April 29th, ---------- $200
May 27th, ---------- $200
June 24th ---------- $200
July 25th, ---------- $500 $2,000.
at the time I got the release

33. Tell us how this release was obtained?

A. I called Miss Murphy and asked her to stop past the office on her way home after work, and she did stop in after 6 or 6:30 and I went back to the safe and got the mortgage, wrote the release on the bottom of it, and she signed it, and I called my bookkeeper down to witness it.

(Court)

34. Where was the bookkeeper at the time she actually signed the release?

A. Alongside of her. We have a balcony office and I called him down.

35. At the time she actually signed the release where was he?

A. He was with us, right there.

36. She said he was not in the room?

A. She said he was in the building.

37. She said he was not in the room at the time she signed it, what's your testimony as to that?

A. He was right there with us.

38. Standing alongside of you at the time she signed the release?

A. Yes. She saw the mortgage when Mr. Neudecker gave it to me, he brought it down the country and gave it to me on Sunday. She said she did not know what she was signing,- I showed her the mortgage and called her attention to the fact it was $3,000 and all she was giving me was $2000.

39. At the time she signed the release was the nature of the paper told her? Anything said about "Release"?

A. Yes.

40. Who used it?

A. I did. I said "I want you to sign this release on the bottom of this mortgage, I wrote it on there, it's only about a line and a half._

41. You paid her the balance in cash that day?

A. Yes.

42. Did Mr. Wentworth, the bookkeeper, see the cash pass that day?

A. Yes.m

43. He was standing within six feet of you?

A. Yes sir.

44. Did you tell Miss Murphy anything about being careless and being in an automobile accident?

A. No.

45. Did you tell her it was necessary for her to sign the mortgage?

A. To sign the release, not the mortgage.

46. Did Mr. Wentworth say, "knowing Mr. Meyers as well as you do I should not think it was necessary for you to read the paper?"

A. No sir, how could she say that, she said he was in the building, -he was not even there.

47. Miss Murphy says you have never paid her a dollar, is that correct?

A. No.

48. Was any interest to be paid on that $2,000 loan?

A. No sir.

49. When did Miss Murphy first object to you that she had signed a release on the mortgage?

A. About September or October of 1940, I had not been seeing her for a long time, she called me on the phone one afternoon and asked me if I would meet her at the Pennsylvania station, it was very important, she would like to see me. The station is about half a block from my place of business and I thought no harm walking down there, it is a public place,- and she said "you are not serious about getting married are you?" And I said "never more serious in my life" and she said "why don't you give me six months to get out of <u>teen,</u> I will be the laughing stock of everybody in town", I said "it don't take six months to get out of town", she said, "I think you have a lot of nerve to get married owing me money", and I said "I don't owe you any money, I have paid you everything I owed you". This was in October, 1940, the release was signed in July, 1939, and she said "you don't have any receipt for it", and I said "Yes I do, I have got the release". Well, she said "I will let my lawyers take care of that". So possibly a short while after that, I don't remember whether two or three days later a gentleman called me on the phone, I don't remember his name, a lawyer and said he wanted to see me, and I said "what's it about" and he said "Miss Murphy" and I said "you better get in touch with my Lawyer", so I turned him over to my Lawyer.

50. Who was your attorney at that time?

A. Morton Goldstrom.

51. Who was her lawyer at that time?

A. Nelson Sterling. So I referred him to my lawyer and he had a couple of conferences, I don't know whether telephone conversations or calling on each other, I had told Mr. Goldstrom all about it, about paying her and the release and everything, and the next thing I heard he said Mr. Sterling,-

---Objection.

next thing Mr. Goldstrom called me. ----Objection.

52. Was anything done about the matter at that time?

A. No, nothing further.

53. Who was the next Lawyer who contacted you about the Plaintiff?

A. I presume these people, (Foster and Dulin).

54. Then Miss Murphy was wrong when she said her Lawyer was Mr. Foster in 1940?

----Objection.

A. Mr. Sterling was the man who called me on the phone.

55. No action was taken on this mortgage until May 23rd, 1941, is that correct?

A. That's right.

(Court)

56. How did you happen to call in Miss Murphy for the purpose of signing this paper, what brought that about?

A. I had been seeing her every week. Of course I was not seeing her at that time; I wanted her to come by the office and get the money, the mortgage was in the safe, so she could sign it and I had a witness and settle it.

57. You wanted to pay it off at that time, was it a three or five year mortgage?

A. (Reading from the mortgage, Mr. Woelfel says) "To be paid off within five years at any time, with the right to pay the whole mortgage", etc.

58. Within the five years you were ready to pay off and you sent for her to come and get the money?

A. That was the last payment, the rest of it I gave her when I saw her.

59. Did you get a receipt for that?

A. No sir.

60. Why not?

A. She did not get any receipt from me when she gave me the money.

61. And you gave her the mortgage, and you kept the mortgage?

A. I put it on record.

62. What she had was a recorded mortgage to secure her?

A. Yes.

63. You gave her these $200 and $300 payments from time to time and you did not take any receipt?

A. No sir.

64. Make any payments in the presence of any one?

A. Only the last one.

65. The other payments you made to her in cash without a receipt?

A. Yes.

66. She says you never paid her anything. You meet that with a denial, under oath, you never paid her anything?

A. Yes.

67. You gave her a paper and told her to take $500 and sign the release and she says nothing mentioned about a release.

A. I did.

(Woelfel)

68. You actually got a receipt for payment in full on the mortgage releasing the entire debt?

A. That's right.

69. Never any note given?

A. No.

70. Did Miss Murphy call you on or about the 15th of October, 1940 and tell you she was calling you contrary to her Lawyer's advice?

A. No, the only call she called me was the time I told you she asked me to meet her at the station.

71. After that time you subsequently married, and you did not marry Miss Murphy?

A. That's right.

72. That was the last time you saw her to speak to her?

A. Yes.

(Court)

73. When was that?

A. September or October, 1940 when I met her at the station.

(Woelfel)

74. Did you ever tell her she would not dare to go to Court?

A. No.

75. On May 22nd, 1937 a year prior to the making of this mortgage did Miss Murphy give you $185 which she paid at the bank?

A. I think she paid it at the bank.

76. Was that to be included in this mortgage?

A. No sir.

77. Was that a loan, or how did you come to get that?

A. She had been out to the place for week-ends and entertaining her friends and relatives down there and she volunteered to do it as a gift.

78. On May 2nd, 1939 Miss Murphy says she got a check from The Travelers Insurance Company for $200, do you remember the transaction about that check, she said she gave you that check?

(Court) It is admitted $2000 was actually paid to him.

79. Miss Murphy testified she made total payments of little over $3000?

A. I cashed this check for her. I cashed checks at various times often. Often she would give me money and ask me to make up check so she could pay a bill.

80. You cashed this check for $200?

A. That's right.

81. Miss Murphy has another payment here that she paid November 28th, 1938 was that payment made?

A. Yes, she made that payment to the Bank on February 20th, 1939.

82. She has another payment listed of $187.50?

A. Yes, that's right.

83. Who got the benefit of that payment?

A. I did. She made two or three payments, I don't remember the number of them, while I was paying her back the $2,000.

84.She was paying money for you at the time?

A. That's right.

85. What arrangement did you have for re-paying her these two payments of $187.50?

A. No arrangements at all, they were gifts.

86. Why was she making gifts to you?

A. Because she had had the use of my place for five years.

(Court)

87. She was making you gifts while you were paying her money?

A. That was the understanding, she asked me to pay it back quick as I could.

88. On top of that she was paying $187 cash for you at the same time?

A. That's right.

89. That was payment on account of the mortgage on that property in which she was staying?

A. That's right.

90. One other payment of $150 February 8th, 1940, what do you know about that?

A. I did not get that, no sir.

91. You stated you have paid back $2000?

A. Yes.

92. And you got a release for it?

A. Yes.

93. And she knew she was signing a release?

A. Yes.

(Court)

94. You claim those payments were made as gifts to you?

A. Yes. One was a check cashed, and one was a year before the mortgage.

95. Did you ever tell her you wanted to have this mortgage so you could hold something over her head?

A. The mortgage was drawn up on my own volition.

96. You heard her testimony,- the purpose of your getting that mortgage and calling for the execution of the mortgage was so you could hold something over her, you expected her to have some kind of litigation, and you wanted to have something to hold over her?

A. No.

97. She testified, October 15th, or thereabouts, she says you stated, "well, after all you have been a marvelous friend to me, but I knew if anything happened to you, I would have trouble with you, and that's the reason I had it done", did you ever say anything to that effect?

A. No sir, never.

98. What reason did you give her for having this mortgage executed by yourself and you retaining the mortgage?

A. She asked me to keep it for her, and put it in the safe after it had been recorded, all I got back was a slip of paper or a receipt for the mortgage.

99. What reason, if any, was given for the execution of that paper in your office that afternoon?

A. To satisfy the mortgage.

100. Did you say you were paying off in full, anything of that type said as to what you werebpaying it for?

A. Absolutely, it is written right on the bottom, "For value received".

101. Any conversation in the presence of Mr. Wentworth or anybody else here as to the $500?

A. "I am paying you the balance on this mortgage".

102. Was that stated?

A. Yes.

103. In whose presence?

A. Just the three of us.

104. You said you were paying the balance on the mortgage?

A. Yes.

105. What did she say to that?

A. What did she say? She signed it and picked up the money.

Cross Examination.

(Dulin.)

1. When you gave Miss Murphy this first $300 where was that?

A. In her apartment, Christmas Eve.

2. Who was there?

A. I think her mother, I am not sure about that, or Miss Travers.

I think Miss Travers was there, in her apartment on 33rd street.

3. That was Christmas Eve, 1938?

A. That's right.

4. About what time was that?

A. Sometime after dinner.

5. Miss Travers, Miss Murphy and yourself were there?

A. As I recollect.

6. You remember giving her the $300?

A. Certainly, you heard me testify I gave it to her.

7. Who were there at the time?

A. Miss Murphy and I were there.

8. Who else?

A. I don't know if anybody else, Miss Travers may have been there.

9. Did anybody see you give Miss Murphy this money?

A. I don't think so.

10. You just testified Miss Travers and Miss Murphy's mother was there?

A. In the apartment, I don't think I had any witness to that, we had business together, we did not call in Miss Travers or her mother.

11. On January 28th, 1939 how much did you give her then?

A. That was in her apartment.

12. Anybody there?

A. I don't think so.

13. Yes. Was this paid in cash?

---

14. What kind of a record di you keep of these payments?

A. On the back of this envelope, where I needed the money for these automobiles.

(Court) 15. At what time did you make these entries, were they made at the time you made the respective payments or all put on there at one time?

A. Made at the time I made the payments.

16. You kept that one particular envelope all that time?

A. Kept it in the safe.

17. And when you made the payments you made it on that envelope?

A. Yes.

18. Did not keep any other record of that?

A. No sir.

19. January 28th payment of $200 was in Miss Murphy's apartment too?

A. Yes.

20. Was any one there with you at that time?

A. No, I don't think so.

21. Did you give it to her in cash?

A. Yes.

22. February 25th, where did you meet Miss Murphy that day?

A. That was in her apartment, Saturday night.

23. No one there?

A. No sir. except she had a colored girl there cooking.

24. Did you give that money to her in cash?

A. Yes.

25. What time was this?

A. We usually ate dinner at 6:30 or 7, sometime after we finished dinner.

26. On March 25th, 1939 where did you give her that money?

A. That was in her apartment, cash $200

27. Any one there at that time?

A. No.

28. That was cash money?

A. Yes.

29. April 29th, 1939, did you give her any money?

A. Gave her $200, we spent the week-end at my place.

30. Anybody there with you but Miss Murphy?

A. Yes, we always had some one there, I don't know whether any one there when I paid her this money.

31. Paid her in cash?

A. Yes.

32. April 29th, and no one was there?

A. Yes.

33. How about May 27th?

A. That was in the country. We usually went down Saturday after dinner, had dinner in Baltimore and went down after that and stayed until Monday morning.

34. May 27th was on Saturday?

A. Yes.

35. This was down at your Edgewater home?

A. That's right.

36. You got down there about 8 or 9 in the evening?

A. Yes.

37. What time that night did you give her $200?

A. Sometime before we went to bed.

38. Any one around at that time?

A. We always had some one with us.

39. You remember giving her $200?

A. That's right.

40. Who was down there with you?

A. Some of our friends.

41. Did you drive her down yourself?

A. Yes.

42. Did you take anybody with you that night?

A. I don't know whether I drove or whether my man.

43. Did you have that particular envelope with you at that time?

A. I kept that at the office.

44. Did you make the entry at the time you gave it to her?

A. Made it the day I gave it to her.

(Court)

45. When did you make the entry on that envelope?

A. Saturday before I left the office.

46. You gave her the money in cash that night after 9 o'clock when you came to your Edgewater home?

A. That's right.

47. How about June 24th?

A. That was in the country too, after I opened the house.

48. Was this on Saturday?

A. Yes.

49. Any one there at that time?

A. We always had some one there.

50. Who was there this Saturday?

A. I could not answer that.

51. You remember giving her $200?

A. Yes.

52. You don't remember who was around with you?

A. I don't remember.

53. Did you bring her friends down that week-end?

A. I could not answer that, sometimes they came themselves, sometimes I took them, sometimes my man drove Miss Murphy and them.

54. July 29th, how about that final payment?

A. That was the final payment.

55. Who was there then?

A. Mr. Wentworth.

56. Was this in cash?

A. Yes.

57. What day was July 29th?

A. Saturday.

58. Mr. Wentworth was around that day?

A. Yes.

59. You obtained this release on July 29th, 1939?

A. That's right.

60. When did you record this release?

A. May 1st, 1940.

61. Why did you take so long to record this release, if there was no reason

A. No rush about recording a release.

62. It seems like you recorded the release right after the attorneys got in touch with you. After you met Miss Murphy at the station?

A. No I did not.

63. You had a conversation in September, 1940, the first one about the controversy?

A. That's right.

64. You had recorded the release at that time.

A. Yes, the release was recorded May 1st, 1940.

65. You had already recorded the release at the time you saw her and she said she did not know anything about the release until September, 1940 and it had been on record from May, 1940?

A. Yes.

66. Why did you keep it from July, 1939 to May, 1940?

A. I had it in the safe, there was no rush about recording it.

67. What was it prompted you to record it at all?

A. Mr. Goldstrom told me to record it.

68. Was that before or after you had any question raised by Miss Murphy?

A. That was afterwards.

69. You said you recorded it in May, 1940 and no question raised about it until September, 1940, is that right? Why was it you recorded it that particular time after waiting several months?

A. I don't know, I had it in the safe,- Mr. Goldstrom could not have told me.

70. You just recorded it, for no particular reason for recording it at that particular time?

A. That's right.

71. Did Miss Murphy ever make demand on you for this money?

A. No sir.

72. From the time she loaned it to you until September, 1940?

A. No sir.

73. In September, 1940, just what was the nature of her comment, what did she say, what did she ask you for, if anything?

A. She called and asked me to meet her at the station.

74. When you got there did she make any demand for the $3,000?

A. She asked me if I was serious about getting married, and I said "Yes" and she said "I will never let you go", she threatened to shoot me three or four times, and she said "furthermore, I thinkyou have a lot of nerve to get married when you owe me money" and I said "I don't owe you any money", I said, "why don't you be a good sport and wish me good luck and congratulate me I would do the same to you", and she said "No sir, but you don't have any receipt for it" and I said "oh yes I have a receipt", and she said "No, you don't_ and I said "Yes" and she said "I will let you deal with my lawyers."

75. That was the only time any demand was made for the money?

A. That was the only time.

86. Did you say how much was due?

A. No sir.

77. When did you first hear of that amount?

A. Through my Lawyer shortly after that conversation, maybe a day or two or three days.

(Dulin)

78. Do you remember the testimony of the Bank official in reference to the payments Miss Murphy made on acccunt of your mortgage?

A. Yes.

79. How much mortgage did you have on your place?

A. $5500 I think that was.

80. Has that mortgage been paid off?

A. Yes.

A. Yes.

81. You say you did not receive $150 from Miss Murphy on February 8th, 1940?

A. I did not receive it.

82. You know Miss Travers?

A. Yes.

83. Were you in Miss Murphy's apartment on that day,if you remember?

A. No sir, I don't remember.

84. Miss Travers said you and Miss Murphy and herself were in Miss Murphy's apartment on February 8th, 1940 do you deny that?

A. I don't recall Miss Travers saying that.

85. Whether you recall it or not she said you and Miss Murphy and herself were in Miss Murphy's apartment on February 8th, 1940 and at that time money passed between you and Miss Murphy and she saw the money counted out, do you deny that?

A. I deny that, yes sir.

86. On April 16th, 1938 did Miss Murphy give you any money that day?

A. April 18th, 1939 I think she made a payment to the Bank.

87. She made certain payments to the Bank, and the Bank official, a totally disinterested person, said these payments were made by Miss Murphy and applied on your mortgage which the Bank was holding, how do you pacify those payments, were they for your benefit made as gifts or loans?

A. They were gifts.

88. Outright gifts?

A. As I told you she had been using my place for five years entertaining her friends and relatives.

89. How did she happen to make those payments, did you ask her to make them?

A. I think she volunteered, I showed her the notices the Bank sent me on those due dates and she volunteered to pay them.

90. Pay them periodically?

A. I think three of them.

91. You say she did that voluntarily after you told her about the amount you owed she

volunterred to pay them each and every one, she made several of them, she made them all voluntarily and outright gifts?

A. Yes.

92. On November 28th, 1938, $187.50 was paid by Miss Murphy on your account at the Bank was that a gift?

A. Yes, that was a gift.

93. On February 20th, 1939 there was $187.50 paid on your mortgage at the Bank for your account, was that a gift to you?

A. Yes.

94. On May 22nd, 1939, $185.86 was placed on your account at the Bank in Baltimore by Miss Murphy at the Equitable Trust Company, was that a gift to you?

A. Yes.

95. You say this $200 check you cashed for Miss Murphy?

A. That's right.

96. Did you give her the money for it?

A. Yes, when I cashed it.

97. Was she there when you cashed it?

A. How could I cash it when she was not there.

98. You say you cashed it?

A. Yes.

99. Read the endorsement on the back?

A. _For deposit".

100. Were you at the Bank when you cashed that?

A. No. I had to deposit it.

101. You had to deposit this check after you cashed it?

A. That's right.

102. Where did you give Miss Murphy this money?

A. Wherever I cashed the check I gave her the money.

103. Was it in your office?

A. I don't know.

104. Was it in the Bank?

A. No, it was not in the Bank.

105. Where did you cash it?

A. I don't remember.

106. Where did the cash come from that you gave her?

A. Out of my pocket.

107. This shows the proceeds went into the Bank not in your pocket.

This is an Insurance Company check for $200?

A. That's right.

108. You had $200 in your pocket and you took this check on which she put her name and you deposited the check, but the $200 you gave her did not come as the proceeds of this particular check, you had $200 with which you cashed it?

A. Yes, that's right, she had been carrying it around for several months.

109. If I told you this check was passed to you down at your summer home would that recall any memories to you of it?

A. No sir it would not.

110. You don't remember any telephone call Miss Murphy made to you around October 15th, 1940?

A. No.

111. You deny then that you made the statement to her that after all you know I have not got money to pay you off, if you want the South River place take it,- you deny ever saying that?

A. Absolutely.

112. How did Miss Murphy know that these interest payments were due at the Bank?

A. I showed her the notice the bank sends out.

113. Each time?

A. Yes, they send you one every time one is due.

114. Did you ask her to pay them?

A. No sir.

115. Why did you show her when these interest payments were due?

A. I showed them to her while I was paying her I showed these payments were due down there and she volunteered to make them for me.

116. Why did you have to show them to her?

A. I did not have to, she told me when I got them to let her have them.

117. Every time you received one of these interest notices you would show it to Miss Murphy?

A. Not every time because only three or four paid in space of five years.

118. How much did Miss Murphy pay off on your mortgage?

A. One at $169.53, two at $187.50 and one in 1937 I don't have on here.

119. What was the total amount paid?

A. I don't know.

120. Did you pay any money at all on this mortgage of $5500?

A. It has all been paid off.

121. Did you make any payments on that mortgage?

A. Yes.

122. Do you have receipts for that?

A. I don't have the book with me, I have them on the book.

123. How much did you pay off on the mortgage?

A. I could not tell you without having my book.

124. Do you have any records at all in reference to the transaction between you and Miss Murphy other than this envelope?

A. No sir.

125. You kept no records at all?

A. No sir. I kept record of the payments.

126. The only records you kept of the transaction were on the back of the envelope you kept in your office and when you made payments you were off in some private house,

and one of them you made the entry before you made the payment?

A. I either made them before I left or when I came back on Monday morning

127. That was the only one you kept, on the back of the envelope?

A. Yes.

(Foster)

128. What sort of accounting system do you have at your place of business?

A. We have a bookkeeper.

129. What is your business?

A. Used Car Dealer.

130. Are you sole proprietor?

A. Yes.

131. Do you intermingle your personal affairs with financial transactions of your business?

A. How was that?

132. Do you make any distinction between business accounting system and your own personal records?

A. Sure.

133. When you received a check for $1700 from Miss Murphy did you put that in your personal account? Or did you put it in your business account?

A. I could not answer that.

134. Why not?

A. I think it was put in the business because this was a business transaction, I had to raise about $17,000, I endorsed some purchase money for automobiles and I had to raise $17,029.06 cash, so Miss Murphy,- I was going with her at the time,- and Mr. Neudecker, and I told them of that and they volunteered, she volunteered $3,000 and Mr. Neudecker volunteered $3,000.

135. What is the name of your firm?

A. William J. Meyers trading as Baltimore Automobile Exchange.

136. You were asked when you got this money from Miss Murphy how did you enter it on the books, received in course of business or personal transaction?

A. That was deposited in the business I am sure.

137. Then as a matter of fact you are intermingling personal cash you had in with the business, there is no distinction between the two.

A. That's right.

138. When you paid out this first $300 to Miss Murphy, where did that cash come from?

A. Out of my pocket.

139. Where did you get it?

A. From the business.

140. Money comes in, you take it in and pay it out?

A. That's right.

141. Make any entry on your books when you received that $300?

A. We make record of every dollar we receive?

142. And when you pay it out you make a record?

A. Yes.

143. Do you have any record to show you paid Miss Murphy this $300?

A. Only this.

144. You say when you pay money out you have a record in business?

A. If in course of business it is paid with the company's check.

145. Just a minute ago you said you make a record when you take it in and you make record when you pay out, why did you not make a record of that?

A. I don't have to account to any one, it's my business.

146. Counsel wants to know if that money came out of your business and if it did why was it not entered on your books?

A. I handle all the money, all the money is turned into me and if I want to take it I take it, and at the end of the month what is short the Auditor charges to me what is short.

147. What does your audit show in reference to this?

A. I don't know, I have a bookkeeper and the Auditor checks up on the bookkeeper.

148. You say the $1700 you received from Miss Murphy you put that into the business?

A. Yes.

149. Then you charge your acccunt with that $1700?

A. I presume they did.

150. Do you look at those books, and don't you know?

A. I know it was deposited and put in the business.

151. And put in your proprietorship account?

A. That's right.

152. Did you just pay it out or let it stay there as an asset?

A. I think I could clear it up to have my auditor show how much was charged to my account.

153. Could you have the auditor show anything about those payments if that came out of your business, the money you took in from your business, would your bookkeeper or auditor be able to show that?

A. I am sure he could, the end of the month my account would show that charged to me.

154. How much business do you do in a year, particularly 1938 and 1939?

A. Probably $200,000 or $250,000.

155. You don't have any better bookkeeping system, you take out money without recording it in the business?

A. I don't have to account to any one.. If we take in $10,000 this week or this month and only $9,000 deposited, I am charged with the $1,000 I withdrew and charged to my account.

156. How do you figure out your income tax?

A. The auditor does not have any trouble making it out.

157. You have $1500 which you have paid out in your business for some purpose, don't you make some entry of that?

A. My personal account is charged with so much money.

158. Does your personal account show this $300 and $200?

A. They are amm scrambled up together, I am charged so much money.

159. This money you withdrew, do you pay income tax on the total amount of your withdrawals.

At the beginning of the year after the books are closed for that year, you start out and through the entire year, at the end of each month, you are $1,000 short, that would be $12,000 for the entire year. Do you pay income tax on that $12,000?

A. You pay tax on your income not on your withdrawals.

160. How do you figure between income and expenses to determine your net income at the end of the year for Income Tax purposes if you don't keep any record of it?

A. We keep a record of our income.

161. Do you keep a record of your expenses?

A. Anything I take out of the business if I take out in cash there is no record of it.

162. You file an Income Tax Return showing certain receipts and certain expenditures, and that is one of the expenditures you made, have you any record of that?

----Objection by the Court,- he has said that so many times, that he has no record of it.

163. When was it you first approached Miss Murphy and Mr. Neudecker about a loan to you?

A. I did not approach them, they volunteered to loan me the money.

164. About when was that they volunteered to loan you the money?

A. I presume it was the month of May when they loaned me the money.

165. They volunteered to lend you the money around May of what year?

A. 1938 I think the loan was made.

166. How much did Mr. Neudecker loan you?

A. He loaned me $2,000 in cash. And gave me his note for $1,000 which he amortized $250 every three months.

167. Has that been paid?

A. Yes, before it was due.

168. How did you pay that?

A. I had the Equitable Trust give me another mortgage and paid off Mr. Neudecker.

169. You did not have $2,000 to pay him off at that time? Did not have that in cash?

A. Yes, and I have that now if you like to see it.

170. You got this mortgage from the Equitable Trust Company?

A. That's right.

171. About when was that?

A. That was in May, 1941.

172. When was this mortgage prepared that you gave Miss Murphy?

A. It was prepared sometime in November of 1938,- it is dated it will show.

173. When did you receive the mortgage from Mr. Neudecker?

A. Probably a few days before November 1st.

174. Where did you receive the mortgage?

A. Down in the country.

175. What day of the week was that?

A. Sunday.

176. When did you execute that mortgage?

A. Sometime in November.

177. Did you execute it soon as you got it?

A. I don't remember the date.

178. Do you know whether you executed it within a day or two of that Sunday?

A. Sometime that month, I don't remember the date.

179. Where were you when you signed it?

A. I think I signed it,- I don't know, who witnessed it?

180. You remember signing it?

A. Sure I signed it.

181. Where were you when you signed it?

A. I don't recall where I signed it, whether down in the country or at my office. Who was the Notary Public?

182. Mr. Wentworth?

A. Then I signed it in his presence in my office.

183. Was Miss Murphy there?

A. That I don't know.

184. What did you do with the mortgage after you executed it?

A. After it was executed all you get is a receipt, the receipt I put in the safe. We mailed the mortgage to Annapolis, either my bookkeeper, or one of us.

185. Do you know where mailed to?

A. To the Court House.

186. Do you know when that was done?

A. No, I don't know the exact date.

187. When did you get the mortgage back from Annapolis?

A. I don't know.

188. Can you tell us approximately when you got the mortgage back from Annapolis?

A. I don't know the date.

189. When you got it back what did you do with it?

A. I put it in the safe I presume, that's where I put all papers.

190. Why did you not deliver it to Miss Murphy?

A. Because she told me to keep the mortgage,- I paid for the release.

191. Who is your Auditor?

A. Mr. William Thumm.

192. During 1937 and 1938 you had a checking account?

A. Oh yes.

193. Did it ever occur to you to give Miss Murphy check instead of cash?

A. Because she wanted cash.

194. You gave her this cash always on Saturday night and she would have it in her home over week-ends?

A. I don't know where she had it.

195. You gave it to her at her home and down here at the shore?

A. That's right.

196. You are a business man, did it ever occur to you when you gave it to her at night in her home that she could not deposit it in the Bank?

A. She told me she had closed her Bank account.

197. Did you ever thing of that?

A. No I did not.

198. When you have other cash transactions you get receipts?

A. We buy hundreds of automobiles and all we get is the title, lot of people won't take anything but cash and they give us the title.

199. Suppose you don't pay cash, what happens then?

A. We never get title until we pay.

200. This $5500 mortgage, you took another mortgage out in place of that?

A. That's right.

201. You just took out a new mortgage?

A. It was less than that, it had been reduced.

202. Can you quote for me the words on the back of that mortgage?

A. For value received I hereby release the within mortgage. Witness my hand and seal.

203. Who put that on there?

A. I did.

204. You have had some experience with mortgages before?

A. Yes, sure.

205. You just drew that up yourself and put it on there?

A. Right in Miss Murphy's presence and in Mr. Wentworth's presence.

206. Did you do the actual writing of the wording in the presence of Miss Murphy and she and Wentworth standing there?

A. Yes I did, in my own handwriting.

207. Where is the original mortgage? Let's have it here.

----Mortgage brought up from the Clerk's office and filed in this case as Exhibit with testimony.

208. Is that your handwriting?

A. Yes.

209. Why was that mortgage prepared for $3,000 when she only gave you $2,000?

A. Because Mr. Neudecker made it for $3,000, because she promised to advance me $3,000.

210. The mortgage was not prepared until sometime in November, and she only had paid you $2,000 you knew she had no_ raised the other $1,000.

A. I showed her the mortgage when Mr. Neudecker gave it to me and said "that is for $3,000 and you only gave me $2,000", and she said "that's all right all I want is my $2,000."

211. You mean you agreed to sign a mortgage for $3,000 when she only loaned you $2,000, you were satisfied to have that go on record?

A. Yes.

212. Why do you say that?

A. I asked Mr. Neudecker a half a dozen times to bring over the mortgage and I finally wrote and asked him to bring it on Sunday, not mentioning any amount, and he brought it over for $3,000.

213. Why did he not make it five or ten thousand dollars? How did he get $3,000?

A. Because we were in Miss Murphy's apartment and we had dinner and he volunteered to lend me $3,000 and she promised to lend me $3,000.

214. You saw it was $3,000 and you signed it, when you only got $2,000, what did Miss Murphy say about that?

A. She said, "did not make any difference all I want is my $2000 any way what I have given you".

215. Miss Murphy promised to pay you the additional $1,000 by paying interest and principal due on your mortgage to the Equitable Trust?

A. No. Miss Murphy tried to borrow it from some of her friends and they did not have it.

216. You called Neudecker and asked him to bring it over and when he did it was for $3,000, and still you did not change it from $3000 to $2000?

A. I asked him several times and then I wrote him.

217. Why did you not tell him to change it to $2,000?

A. I could have but it took him three or four months to get that one, and he did not charge us anything for it.

218. It would have been a very simple matter to have made it correct at that time, if you were borrowing $2,000 to make it read $2,000.

(Court)__ Is Mr. Neudecker available as a witness?

A. He is a Washington attorney and would rather not appear for either one, as a witness.

219. The mortgage had $3,000 in it and you knew you were only getting $2,000 and Miss Murphy knew it. Was Mr. Neudecker present at any time when $2000 and $3000 were mentioned?

A. I don't think so. This mortgage was drawn on my suggestion.

220. Why did you not make it the correct amount when you were obligated yourself? Was Mr. Neudecker present at any time when that amount was named_

A. I don't think so.

221. Miss Murphy testified she never saw this mortgage until she signed her name to it in Meyer's office, and Mr. Meyers testified Mr. Neudecker was present when the mortgage was given to him and she saw it at that time. You told us when you had this release recorded was no rush to have it recorded, and then you said you had it recorded when Mr. Goldstrom told you to have it recorded?

A. I corrected that. Mr. Goldstrom had nothing to do with it.

222. Why did you wait so long?

(Court) He said for no particular reason.

223. This envelope you have notations on where did that come from?

A. It came in settlement for these cars, the automobile brokerage, they are the people I paid for those cars.

224. You just happened to have that particular envelope and used it as the paper to record it on?

A. I was keeping it in the safe as receipt for those cars.

225. Any particular reason for getting that particular envelope?

A. No.

226. These papers in this envelope have they served their purpose, or are you keeping them for some partiular reason?

A. Just keeping them as receipt that's all.

227. When did you receive these papers in this envelope?

A. When I paid for them.

228. The statement is dated May 31st, 1938, any particular reason you chose to make this memorandum on the back of this envelope?

A. No.

229. Miss Murphy denies having received the $500?

A. Yes, she said she never received one cent.

230. You also at the same time you borrowed from Miss Murphy and Mr. Neudecker also made a loan from some Finance Corporation?

A. I borrowed some money to make those payments for the cars.

231. Are not those dates the dates you made payments to the Finance Company?

A. Of course not.

232. What was the name of that Company?

A. Standard Finance Company, American Building, maybe in the name of E. Winniker, Proprietor.

233. He owns the Standard Finance Company?

A. Yes.

234. You are friendly with him?

A. Yes.

235. How long has Mr. Wentworth been in your employ?

A. Pretty close to about five years I think.

236. He came in 1936?

A. 1935 or 1936.

237. He worked for you until when?

A. Until he was drafted, I think that was in June, 1941.

238. In what capacity was he employed by you?

A. Bookkeeper.

239. You promised him a job when he was released from the draft?

A. The Red Cross asked me if I would give him his job back if he was released from the Army and I said I would.

240. When was that you promised to take him back?

A. He got discharged on dependency condition and before they would release him they wanted to know if he had a job available.

241. Do you know who witnessed your signature when you executed the mortgage?

A. I just heard Mr. Wentworth, I think that is who it is.

242. Was any one else in the office at the time when you executed the mortgage?

-----Objection.

(Court)

243. Do you recall where it was you executed that mortgage?

A. I am not positive I think it was at the office.

244. Do you know who was present at the time it was executed?

A. No sir.

245. You say Mr. Wentworth was there at the time?

A. Yes, I think so.

246. Anybody else there at the time?

A. I don't know.

247. It was witnessed by Bob Turner?

A. Yes.

248. Mr. Turner witnessed your signature when you executed that mortgage.

A. The three of us must have been there, that is my signature.

249. You did not recall that Mr. Turner was there?

A. No, I did not remember.

250. Who is Mr. Turner.

A. He is a salesman.

251. (Showing witness the original mortgage, with the word "seal" after the signature of Margaret Murphy", and asks

Did you write this word "seal" there before or after Miss Murphy signed it?

A. I wrote this all at one time.

252. Did you put it there before or after Miss Murphy signed it?

A. I put it there after she signed it.

(Court) Did you undertake to change an executed paper? If you put it there after she signed it then you did something to her signature that was not there at the time she signed it. Nobody is supposed to change a paper after it is exxcuted.

253. Did you put that word "Seal" there before or after she signed it, you just said "after she signed it" which would be grossly improper?

A. I tell you the truth, I don't remember.

254. You just said you did it "afterwards" are you changing your testimony now?

A. I must have put it there when I wrote it, it looks like I wrote it all at one time.

255. To the best of your recollection, knowledge or belief was that paper changed in any respect after Miss Murphy signed it?

A. Absolutely not.

256. After Miss Murphy signed this paper did you then put in "For value received I hereby release the within mortgage. Witness my hand and seal".

A. No, I wrote it on there before.

257. That's your testimony?

A. That's my testimony.

258. When did Mr. Wentworth sign his name to this release?

A. After Miss Murphy signed hers.

259. Who wrote the words "Wit.:"

A. I suppose he did.

260. Have you ever written a release like this before?

A. Yes.

(Court) Do you know that this case involves fraud?

A. Yes.

262. You are charged with having gotten a paper signed by Miss Murphy which she did not understand and for which there was no consideration?

A. Yes.

263. I want you to look me in the eye and swear under oath whether or not you did pay Miss Murphy $500 cash on July 29th, 1939 in the presence of Mr. Wentworth?

A. I did.

264. Was that given to her for the purpose of obtaining complete full release of your debt to her?

A. Yes.

265. Was it so stated at the time in her presence?

A. Yes. Re-Direct.

(Woelfel) What do you value your South River Home at?

A. $15,000 to $18,000. To the general question under the rule the witness says:-

A. No sir.

Raymond Phipps, a witness of lawful age, being first duly sworn, deposes and says:-

(Woelfel)

1. State your name, residence and occupation?

A. Raymond Phipps, Manager Automobile business, Annapolis Buick Co.

2. Do you know William J. Meyers?

A. I do.

3. How long have you known him?

A. Since 1933.

4. During that time have you constantly transacted business with him?

A. That's right.

5. How many cars a year does he buy from your concern?

A. On an average of four or five a month, sometimes six on average over a year four or five a month.

6. That would be 50 to 75 a year?

A. Around fifty any way.

7. What has been your relationship in business transactions with him?

A. We have always gotten along all right, he has carried out his obligations to us. He always looks cars over before he bought them, he is in the wholesale business and it is necessary for every dealer, more or less to wholesale certain amount, and we being a new car dealer and he being a used car dealer we have certain cars to sell during certain periods if our stock runs too high he looks them over and pays wholesale prices, he always paid us, we never had any trouble in that respect.

8. Pay in cash or by check?

A. If he would come and look at the automobiles and I bargained to sell him three or four he would pay a certain amount in cash, and when I turned the cars over with titles he would pay the rest in checks, when we sell cars usually get cash or certified checks because when turn title over that's out of our hands then and if a check would be no good would cause a lot of trouble and confusion. I have had that experience with other used car dealers. If they requested it we wrote up a regular receipt most of the time they just take the title, if the title is clear that's all they are interested in.

9. Have you ever found him guilty of perpetrating a fraud on you?

A. Not since he has been dealing with us, I don't know what he did before he started dealing with us.

Cross Examination.

(Dulin) 1. When he gave you cash did you give him a receipt?

A. If he requested it. If he paid cash before he got the cars we always gave him a receipt for that yes sir.

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

A. I don't know of anything. Personally I know Mr. Meyers from business dealings and otherwise since we have started dealing with him and I always found him all right, that's as much as I can say.

Michael E. Wentworth, a witness of lawful age, being first duly sworn, deposes and says:-

(Woelfel)

1. State your name and address?

A. Michael E. Wentworth, 6002 Edna ave., Baltimore, Md.

2. Do you know William J. Meyers the defendant in this case?

A. Yes I do.

3. How long have you known him?

A. Since March, 1937.

4. Is that the time you began to work for him?

A. Yes.

5. How long did you work for him?

A. From then up to June 1941.

6. Where did you go in June, 1941?

A. I went into the Army.

7. When did you come out of the Army?

A. November, 1941.

8. Since November, 1941 you have been back at your position?

A. Since December 1st.

9. Your official position with him is what?

A. Bookkeeper.

10. Do you know Miss Murphy?

A. I het her through Mr. Meyers, yes.

11. How long have you known her?

A. I believe the first time I met her was in 1938.

12. Is this your signature to the acknowledgment of the mortgage by Mr. William J. Meyers at the bottom of that page?

A. Yes.

13. The original mortgage dated November 1st, 1938, is this your certificate at the bottom of the page, left hand corner?

A. Yes.

14. Who wrote the word "Wit." "M. E. Wentworth"?

A. I did.

15. What did you witness there?

A. I witnessed Miss Murphy when she signed her signature.

16. Signed her signature to what?

A. To the release there.

17. To the release of the mortgage?

A. Yes.

18. Did Miss Murphy sign this release in your presence?

A. Yes.

19. Was any money passed at that time?

A. Yes.

20. How much money, if you know, was passed?

A. I don't know.

21. You don't know the amount?

A. No sir.

22. Tell just how the signing of this release came about?

A. It was after six o'clock on Saturday evening I was getting ready to leave and Mr. Meyers called me down stairs, he said " you know Miss Murphy" she was sitting in a chair alongside of the safe, "will you witness her signature to this release, I want to pay her the balance on the mortgage".

23. Had she signed at that time?

A. No sir, she got up and signed it on the safe, I stood alongside and back of her, and he had some money laying on the safe piled up and he gave it to Miss Murphy, I did not know how much or anything, that was all far as I was concerned, I did not read the paper, she signed or anything, I was not interested.

24. Was the word "release" mentioned in your presence?

A. Mr. Meyers mentioned it.

25. Tell the Court what was said, and all was said?

A. That was all was said far as I know, that was all.

26. What was all?

A. When I came down stairs he said "you know Miss Murphy, you witness her signature to this release I want to pay her the balance on this mortgage".

27. Where was she at that time?

A. She was sitting in a chair there.

28. How far away?

A. About as far as Mr. Meyers is from me.

29. What tone of voice, loud, whispering, or low?

A. It was his ususl voice, I really could not say.

30. He said he wanted you to witness Miss Murphy's signature to this release?

A. Yes, said "I want to pay her the balance on this mortgage".

31. Did he use the word "release" or say "sign her name to this paper or this mortgage", what was the word he used?

A. "Release".

32. Witness her signature to this release?

A. Yes.

33. You distinctly recall the word "release"?

A. Yes.

34. What else did he say, if anything?

A. That was all then, and thanked me after I witnessed it.

35. Say anything about what the money was being paid for?

A. Said "I want to pay her the balance on this mortgage".

36. You remember his saying that?

A. Yes.

37. You are sure?

A. Yes.

38. How far away was Miss Murphy when that was said?

A. She was just the same as when he said the first part.

39. Was that said within her hearing or not?

A. Yes.

She says you were not present at the time this paper was signed, you "were in the

40. She says you were not present at the time this paper was signed, you "were in the building but not in the room".

A. When she signed it I was right in back of her.

41. How far in back of her?

A. About from that stand over there to here,- about a foot.

42. Did you see her actually do the signing?

A. Yes.

43. Did she say anything at all herself?

A. Not to me she did not.

44. Did she say anything to anybody?

A. Not I remember.

45. How do you happen to remember what Mr. Meyers said?

A. I work for him I have to pay attention to what he says.

46. You remember he said he wanted you to witness her signature to this release?

A. That's right.

47. Also that he was paying off the balance of that mortgage?

A. That's right.

48. You remember distinctly hearing that?

A. Yes.

49. Did you hear Mr. Meyers say on the day this release was signed,- "you know you are very careless, here I had this automobile accident just a while ago and now you fall down the steps, ect. if something happens to you do you realize your mother is not secure, you have not signed that mortgage," etc.

----Objection, that is not correct.

A. No.

50. This is what the Plaintiff said you said, "knowing Mr. Meyers as well as you do, I should not think it was necessary for you to read them", did you hear Miss Meyers say that? "Do I have to sign all these papers"?

A. No sir, I did not hear her say that.

51. Were you within ear shot all the time of her and Mr. Meyers?

A. I was from the time Mr. Meyers called me down and told me he wanted me to sign it.

52. That statement was not made in your hearing?

A. Yes. It was not.

53. Did you tell her "knowing Mr. Meyers as well as you do I should not think it was necessary for you to read them"?

A. No sir, I did not know how well she knew him.

54. Did you make that statement?

A. No sir.

55. Did you make any statement?

A. I did not make any statement at all to any one.

56. At no time in their presence was any statement made by you?

A. No sor.

57. Who made the acknowledgment on the mortgage before you signed that affidavit there, that certificate saying Mr. Meyers acknowledged that mortgage to be his act"?

A. Mr. Meyers, and Mr. Neudecker was there.

58. At the time that mortgage was executed by Mr. Meyers before you as Notary Public who was present?

A. Mr. Meyers.

59. You said and Mr. Neudecker?

A. Mr. Neudecker was there one time when I took, an affidavit for him, I don't remember whether that was the one or not.

60. At the time Mr. Meyers acknowledged that paper you took the acknowledgment, do you remember where that was?

A. It was in our office.

61. Who was present at that time when he acknowledged it?

A. I could not be sure because he always has three or four salesmen around there, I don't know for sure who was there except Mr. Meyers.

62. Why was it there was no affidavit by the Mortgagee, that paper shows no affidavit by the mortgagee, and you executed that as a Notary Public?
That original mortgage has at the end of it a form showing acknowledgment by the mortgagor, Mr. Meyers, he did acknowledge it before you. It also has on that paper a form where the mortgagee who lends the money is supposed to make affidavit as to the consideration, that is left blank, tell the Court why was that left blank, was Miss Murphy there at the time the mortgage was executed?

A. No sir she was not.

63. Did she ever make affidavit before you as to the consideration in the mortgage?

A. No sir, not before me.

64. Have you had experience in having mortgages executed before you as Notary Public?

A. No sir.

65. Practically no experience?

A. No sir.

66. You did not know it was necessary to have the mortgagee before you?

A. No sir.

67. Did the party who made the original draft of this mortgage insert the name of William

J. Meyers, widower, within named mortgagor, did you type that in there?

A. No it was already typed.

68. Who prepared the original mortgage?

A. Mr. Neudecker.

Cross Examination.

(Dulin)

1. Was there any writing on this paper when you first saw it?

A. Yes, there was writing on it.

2. Do you remember what was on there at the time you saw it?

A. I did not read it.

(Court)

3. Was any writing done on that paper in your presence concerning its release besides the signature of Miss Murphy?

A. Not that I remember.

4. You don't remember seeing Mr. Meyers write those words down in your presence?

A. Mr. Meyers had the paper when I came down stairs on the safe, Miss Murphy was in the chair and he had the pen in his hand and he said "you know Miss Murphy", etc.

5. Had the words actually been written on there that moment?

A. I did not see it that moment, I did not see it until I signed it.

6. When he said he wanted you to witness Miss Murphy's signature were those words actually written on the paper?

A. I did not see it.

7. When Miss Murphy signed it you saw it?

A. I saw her sign it, but I did not see the words until I signed it.

8. Whatever was on that paper was on there when you were called in?

A. Yes.

9. Did Mr. Meyers do any writing on that paper at all himself, far as you could see, after you were called down?

A. You mean besides what was on there?

10. Did you see Mr. Meyers do any writing on that paper after you were called in to witness her signature?

A. No sir, I don't remember his writing any.

11. When you signed this was Miss Murphy there at that time when you signed it?

A. Yes.

12. She was there?

A. Yes.

13. She saw you witness her signature?

A. If she was looking at me.

14. She was just within a foot or two of you?

A. Yes, she might have had her back to me.

15. What part of the store did you witness this in, front or back?

A. Right underneath the office on the safe.

16. Do you remember Mr. Meyers and Miss Murphy going to the front of the office and getting the pen filled with ink?

A. I don't remember that.

17. Do you remember the pen not having any ink in it?

A. I don't remember.

18. At what time of the afternoon was this signed?

A. After six o'clock.

19. Was it dark in the office?

A. It's dark where the safe is.

20. Was that the place where Miss Murphy signed it?

A. That's right.

21. Why did she not sign it in the front of the office?

A. I could not tell you.

22. Where were you when he called you as a witness to it?

A. I was upstairs in the office.

23. When you came down where was Miss Murphy sitting?

A. She was sitting in a chair by the safe.

24. Where was Mr. Meyers?

A. He was standing by the safe.

25. He had this instrument in his hand at that time?

A. Either in his hand or under his hand.

26. Do you remember any writing on this paper when you signed it?

A. Yes.

27. Do you remember whether any on there when she signed it?

A. What was on there when I signed it, I signed right after her.

28. How long after she signed it was it your name was signed as a witness?

A. Right by her, she stepped out of the way and I signed it.

29. You are perfectly sure of that?

A. Yes.

30. You saw this writing on this instrument at the time you witnessed her signature?

A. Yes.

31. You saw all of this writing?

A. I could not say every word there, I did not read it through, there was writing there.

32. Was there any other writing there than Miss Murphy's signature?

A. Yes.

33. What was there?

A. Some writing there now looks the same.

34. Do you remember that writing?

A. I did not read it through.

35. Then you don't know whether she signed this particular writing or not, do you?

A. That's the signature I witnessed and there was writing on top of it.

36. You don't know what you witnessed?

A. I witnessed her signature, her signing it.

37. You don't know what writing was above it?

A. I did not read it through, there was writing there, it looks the same as it does now.

38. When this mortgage was signed and executed, did you read any part of the mortgage?

A. I did not read the amounts or anything, no sir.

39. Who told you where to sign this?

A. I am a Notary Public I know where to sign it.

40. Did you put in "William J. Meyers, widower"?

A. No sir, it was already in there.

41. You said Mr. Neudecker was present when this mortgage was executed?

A. The reason I said that, I came back to the place of business one night to make an affidavit for Mr. Meyers and Mr. Neudecker was there, I don't know what date that was. Only reason I remember that was it was after business hours and I very seldom come back, and I made a special trip, he was coming from Washington.

42. Was this mortgage signed the same year the Neudecker mortgage was?

A. I don't remember the dates.

43. Mr. Neudecker was in your office and you Notarized that mortgage for Mr. Meyers?

A. Yes.

44. At that particular time, how long was it after that you did this one?

A. I could not say.

45. Was it around the same time? Was Mr. Neudecker present at the time the Murphy mortgage was executed, he is the one prepared it?

A. I could not say as to that.

46. When did you first know you were going to testify in this case?

A. Mr. Meyers told me something of the trouble he had before I was drafted he did not know whether it would come up, I don't think he told me then it would be a suit.

47. Did he say anything to you at that time about testifying?

A. He said he would keep in touch with me, wherever I was going to let him know.

48. Have you spoken to anybody in reference to this release since the time you witnessed her signature until today, have you talked about it?

A. Only to Mr. Meyers.

49. What did Mr. Meyers say?

A. He told me what he wanted me to come down here for.

50. Did he tell you what to say?

A. No.

51. What did he tell you he wanted you to come down for?

A. That he had a trial today, and he needed me to testify I witnessed Miss Murphy's signature at the time she signed the release and what it was for.

52. That he was going to have a trial today and he needed you to testify you witnessed Miss Murphy's signature at the time the release was signed and what it was for?

A. That's right.

53. What did you do after you witnessed Miss Murphy's signature?

A. I left and went home.

54. Where was the money laying, you said you saw some money?

A. On top of the safe, and after Miss Murphy signed the release Mr. Meyers gave her the money, I don't know what she did with it, I turned around and witnessed her signature and she was sitting in the chair.

55. You said you witnessed it right after she signed it?

A. After she signed it, Mr. Meyers gave her the money and she moved away and I stepped up and witnessed her signature. The money was lying on top of the safe and Miss Murphy signed it and laid the pen down and Mr. Meyers gave her the money and she moved away, and I presume she was sitting down there, she was there after I had witnessed it.

56. Where was the chair?

A. The chair was like over there somewhere, not quite five feet away from the safe, that's where she was sitting, about from here to that rail.

57. You remember Miss Murphy sitting there?

A. Yes.

58. You came down the steps?

A. That's right.

59. At that time where was Mr. Meyers?

A. He was at the safe.

60. How far away from Miss Murphy?

A. She was sitting in the chair, and the chair far as from the rail to you.

61. Is that when he asked you to witness Miss Murphy's signature on the release?

A. That's right, when I came down the steps first thing he said was "You know Miss Murphy here", etc.

62. You are Bookkeeper for Mr. Meyers?

A. Yes.

63. Do you keep books for Mr. Meyers?

AA. Yes.

64. Did you remember any transaction at that time in which Mr. Meyers borrowed money?

A. I know he borrowed money to make a settlement from the Finance Company, I don't remember the exact date.

65. During the year 1938 and 1939 what was the financial condition of the Meyers Company, The Baltimore Auto Exchange Company?

A. I would say the first part of 1938 it was pretty bad, business not so good through 1938, in 1939 it picked up.

66. Did you handle a $1700 payment to The Auto Exchange around May, 1938 from anybody?

A. A $1700 payment to the Company from any one, around when?

67. Around May, 1938 or first part of June?

A. I don't remember.

68. When money comes in what do you do with it?

A. I usually turn it over to Meyers.

69. What record do you keep of it?

A. Cash Journal.

70. When you pay money out what record do you keep?

A. The Auditor checks off the check stubs, and have a Petty Cash.

71. Do you pay bills for the Company?

A. Only small ones paid out of cash and rest paid by checks Mr. Meyers signs them.

72. Most of the business is done by check?

A. Yes.

73. Where does the cash come from, who gets the cash?

A. You mean cash received? I get most of it and turn it over to Mr. Meyers

74. Do you make any entry of cash when you turn it over to Mr. Meyers?

A. Just a rough estimate to show mow much I receive and how I paid it out. Amount I received and expenditures paid out.

75. Do you keep any record of the purposes for which expenditures are made?

A. Yes, what I pay.

76. You heard all the testimony of Mr. Meyers as to payments made, he testified as to $300 and $200 and $200, several payments made to Miss Murphy out of money he received from this business, have you, in your accounting system, got any entries or notations to give the Court as to these payments?

A. No sir, that would not show up very well be very hard to find it in the method we keep, as the money comes in Mr. Meyers sends to the Bank, now and then he pays personal expenses out of petty cash.

77. If he paid out $1500 cash out of his pocket for items received into the business you would not have any entry of that? What do your books show in reference to those either singly or collectively, from September, 1938 to July, 1939?

A. It would show up some charged to personal account and some might not, he takes in cash deposits.

78. You have nothing on your books which would corroborate those payments?

A. Nothing definite, no sir. Might be some charged to him but could not say what for.

79. Is there any system you use at all?

A. Just single entry system and cash; part of it has been quite a problem for the simple reason so many deposits coming in and we keep no record of that until delivery, if the car is never delivered it is just cash lying there.

80. Do you know the man who witnesses the signature of Mr. Meyers?

A. Bob Turner, he is a salesman.

81. Was he present when you took the acknowledgment?

A. He must have been present if he witnessed it.

82. Are you sure Mr. Neudecker was present when he signed?

A. No sir I could not be sure of that.

83. Are you sure Mr. Turner was present at that time?

A. No, I cannot say, he may have been there.

84. You can remember all these words, you can remember how far Miss Murphy was sitting away from the safe, you can remember Mr. Meyers said "this is a release Miss Murphy is signing", you can remember the money on top of the safe and you can remember Mr. Meyers giving Miss Murphy the money, but you don't remember who was present at the time this mortgage was signed and you don't remember who was present when the other mortgage was signed.

A. Mr. Meyers acknowledged the mortgage down by his desk and usually three or four salesmen standing around, and it's hard for me to say just who standing there, I don't remember whether Mr. Neudecker was there or not, he may have been.

85. You remember the chair Miss Murphy was sitting in was five feet away from the safe?

A. I said approximately five feet, might have been less.

86. Do you remember Mr. Turner witnessing this mortgage?

A. No sir, I cannot say I do.

87. Do you remember whether Friday, Saturday, or Sunday you witnessed this signature of Miss Murphy to this purported release?

A. Yes, I remember that was Saturday night. I was there pretty late.

88. After hours?

A. Yes.

89. You don't remember talking to Miss Murphy?

A. No more than saying "Hello" or something like that.

90. She testified you had a conversation with her?

A. No, I never had a conversation with her.

91. Was any one else in the building besides you and Meyers and Miss Murphy? I mean at the time the release was signed? In your presence other than you 3?

A. No sir.

92. Any one in the building? Anyone besides you three?

A. I could not say, probably was.

93. Were you down stairs when Mr. Meyers filled his fountain pen to sign?

A. I don't remember.

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

A. That's all I know about it.

Adjourned to 8 P.M. for Rebuttal testimony.

Night Session, January 6th, 1942.

Testimony in Rebuttal.

Raymond Neudecker, a witness of lawful age, being first duly sworn, says:-

(Foster)

1. State your name and residence?

A. In Anne Arundel County, Edgewater Beach is my address, in Washington D.C. it is 1918-16th st., S.E. Investment Building, Raymond Neudecker.

2. You are an Attorney at Law and a member of the Washington Bar?

A. Yes.

3. Have been for how long?

A. Over 21 years.

4. Do you know the parties to this suit, William J. Meyers and Margaret Murphy?

A. Yes I do.

5. In what way do you know them?

A. I have known them as very close friends for several years.

6. Your relationship is about the same with both of them, friends?

A. I feel that way, yes sir.

7. During May, 1938, or about that time did you have any discussion with Mr. Meyers in reference to mortgages on his South River property?

A. Yes. It was in the Spring of 1938 and May would probably be correct.

8. Will you tell the circumstances surrounding the discussion of the mortgages?

A. We talked about two mortgages.

9. What was the first mortgage?

A. The first mortgage was one that he was to give to me for a loan that I made to him in the Spring of 1938.

10. Did Mr. Meyers ask you to make that loan to him?

A. I don't know whether it came about as a result of the conversation,- I don't think he directly asked it, we talked several times about little financial difficulty he was in at that time.

11. Did he ask you to lend him some money?

A. Not in so many words, I may have volunteered it, it has been a long time ago. I would not say positively, the result of it was we talked about a loan.

12. Who prepared that mortgage?

A. I prepared it.

13. What was the second mortgage?

A. The second mortgage, the discussion about it took place sometime afterwards and was the result of conversations we had about his financial requirements at that period.

14. In whose favor was that second mortgage?

A. He mentioned he wanted a mortgage drawn to protect Miss Murphy for financial assistance given by her.

15. About when was that mortgage prepared?

A. About the first part of November, 1938.

16. How much was that mortgage for?

A. $3,000.

17. Why did you make it $3,000?

A. Because Mr. Meyers requested it.

18. For what period of time was that mortgage to run?

A. I believe it was to run for five years.

19. Why did you prepare it for five years?

A. That was at Mr. Meyer's request.

20. How did you receive the request to make it for five years and for $3,000?

A. By letter from Mr. Meyers.

21. Do you have those letters now?

A. I don't have the original letter I have turned that back.

22. When did you turn it back to Mr. Meyers?

A. October 8th, 1941.

23. Why did you do that?

A. Mr. Meyers had asked me to return the two letters and in response to a written message of October 7th, 1941, I mailed them to him at Baltimore.

---Demand on Defendant to produce the original of these letters.

They are not in Court (Mr. Woelfel)

24. Do you have copies of the letters?

A. Yes I do.

25. Produce them please.

-----Two letters offered in evidence and filed with the testimony.

26. When was this mortgage you prepared in favor of Miss Murphy delivered to Mr. Meyers and where?

A. It was prepared about November 3rd or 4th 1938, I cannot remember now whether I handed it to Mr. Meyers at Edgewater Beach or whether I mailed it at Baltimore, I have no letter of enclosure, so my best recollection is I handed it to him at Edgewater Beach.

27. At the time you delivered that mortgage to Mr. Meyers was Miss Murphy present?

A. Not that I recall.

28. To your knowledge did she ever see the mortgage?

A. Not to my knowledge.

29. How long have you known Mr. Meyers?

A. Since about 1936.

30. You have always observed him to be a very careful business man?

A. I would say so, yes sir.

31. At the time you turned this mortgage over to Mr. Meyers did he say anything about changing it from $3,000 to $2,000?

A. Not that I recall, no sir.

32. If you know,- was there any money paid by Mr. Meyers to Miss Murphy on this mortgage?

A. I don't know.

33. If you know,- was any money paid by Miss Murphy to Mr. Meyers?

A. Not to my knowledge.

34. Ever hear Mr. Meyers make any statement that he had received the money?

A. Not the money. Mr Meyers stated that Miss Murphy had assisted him financially, had put up some of the money he needed at that time and he wanted to protect her by giving her the mortgage.

35. Did he say how much?

A. I don't recall he ever mentioned the amount.

36. But you do know the amount of $3,000 was named because Mr. Meyers told you to put that in there?

A. He asked me to make it out for $3,000 I don't recall that I ever asked him the amount of the loan.

37. You put it in there because he instructed you to do it?

A. Yes.

38. Do you know whether or not $3,000 or $2,000 was the actual consideration for that mortgage?

A. I did not actually know, no sir.

39. Do you know now?

A. Only by what the parties themselves have said.

40. What do they say,- based on what they told you?

A. Miss Murphy said,- -----Objection.

41. What was said by either in the presence of each other?

A. Nothing as to figures.

42. Do you know of your own knowledge what the actual consideration is?

A. No.

43. Were you present when this mortgage was executed?

A. No sir.

44. Do you know Mr. Wentworth?

A. Not by that name.

45. Do you know the young man sitting at the trial table there?

A. That does not help me.

46. Do you know the Bookkeeper for Mr. Meyers?

A. I met his Bookkeeper.

47. Do you recognize him as his Bookkeeper?

A. No, I do not, but that would not mean anything, I met him only in the capacity of Notary adknowledging my own mortgage there.

48. Did you have a mortgage?

A. Oh yes I took a mortgage from Mr. Meyers, and I acknowledged that I had paid the amount mentioned in it

49. Just look at that paper and see if you recognize that paper?

Referring to exhibit filed being original mortgage to Miss Murphy.

A. Yes, this was drawn by my office.

50. Who wrote in the acknowledgment the name of the mortgagor?

A. The Bookkeeper of Mr. Meyers.

51. You are sure of that?

A. I believe that is, to the best of my recollection.

52. He testified that came all prepared, written in by your office and sent in by you?

A. I misunderstood your question, I was confused, this name was written in by my office, by the typewriter, I was in error about that.

53. Why was not the name of the Mortgagee put in there for the certificate as to the consideration, any particular reason for that omission?

A. None, except my ignorance of Maryland mortgages,- I see the form, I prepared it in typewriting and either mailed it or gave it to Mr. Meyers,- I don't know why except an oversight on my part, or my ignorance because this is different from the mortgage we use in the District, it was the second one I had used, I copied the title from a form.

54. You were not present when executed by Mr. Meyers?

A. No.

55. You don't know whether $2,000 or $3,000 or whether anything passed?

A. I do not except from the statements of the parties made to me.

56. Those statements were not made in the presence of each other?

A. No.

57. At the time Mr. Meyers executed that mortgage did he make any statement as to the consideration?

A. I was not present when he executed it.

58. When did you next learn of the execution of the mortgage after you had sent it over or handed it to him?

A. As a matter of fact I never knew of its execution until I saw it here.

59. Do you know anything about the execution of the release on that mortgage?

A. None whatever.

(Foster)

60. Did Mr. Meyers discuss his financial condition with you about the latter part of

1938 or early part of 1939 up to about July of that year?

A. I don't recall Mr. Meyers discussed his financial condition with me after this pressure had been relieved in 1938.

61. Did he tell you Miss Murphy had rendered him financial assistance in 1938?

A. Yes.

62. And he was giving her this mortgage because she had rendered him financial assistance to protect her?

A. He was giving her the mortgage to protect her against any result that might pan out.

63. Because of the fact she had rendered him assistance?

A. To protect the money which she had loaned him.

64. Did he tell you how much she had loaned him?

A. He mentioned on one occasion, at the time he talked with me, about getting a loan, he said "Murf, has loaned me $2,000, but I need more money than that", and I don't know whether then or prior to that time that I said to him "if I can be of any help I will be glad to help you", and either at that time or sometime shortly thereafter he said he would require at least $3,000 from me.

65. When he told you about Miss Murphy's loan to him was that before you drew the mortgage?

A. Oh yes

66. How long before?

A. That was either April or May of 1938.

67. The mortgage was actually drawn up in November of 1938?

A. Yes.

68. Whether she actually provided the other $1,000 you don't know?

A. No.

69. Did he say in the Spring of 1938 she was putting up $2,000 and he wanted some more, did he say how much more?

A. It was several thousand, and of that I agreed to loan him $3,000.

70. He told you in that letter to make it $3,000?

A. Yes.

71. And that's why you did it?

A. That's right.

72. Whether she put it up you could not say?

A. That's right.

73. What was his financial condition about May, 1938?

A. He needed money.

74. Was he on the verge of bankruptcy?

---Objection.

75. Do you know whether he paid anything back to Miss Murphy on that mortgage?

A. Only what he told me, by his saying he did not owe her any money.

He said she put up $2,000.

76. When did he say that?

A. He said she has put up $2,000, in the Spring.

77. When did he tell you he did not owe her anything?

A. This past summer. He may have said so before but I tried not, after this break,

to discuss it too much with either one of them.

78. Do you know anything about these payments having been made of $300 and $200 and $200 and so on?

A. Not a thing.

79. You don't know of anything in the way of payments to reimburse her?

A. None whatever.

80. How did Mr. Meyers pay you on the mortgage you held on his property?

A. He honored a site draft May 19th, 1941 for $3090.

81. How did he make his interest payments by cash or check?

A. I don't know they were collected by the National Bank of Washington with whom I deposited the mortgage note.

Questions directed by the Court to Mr. Meyers:-

Did you pay your interest with cash or check on the Neudecker mortgage?

A. I mailed them to his bank, I made them with check.

Cross Examination.

(Woelfel)

1. Made all of his payments on time?

A. Yes.

2. And paid the mortgage off before it was due?

A. I believe you are right, ten days before it was due.

3. You were not with him the whole day you delivered the mortgage to him at the Beach?

A. No. He was a neighbor of mine, I dropped in and handed it to him.

4. Do you know whether Miss Murphy was down there that day?

A. I don't remember.

5. She could have been down there that day?

A. Oh yes she could have been.

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

A. I wish I could help you but as to what was paid I have only the words of the parties themselves, I acted merely as a friend in the preparation of the mortgage, it was not even professional service, it was merely clerical service, all I did was copy the description from the deed and mailed or delivered it to him at his request, it was long after the pressure was so strong on him financially, as a matter of fact I had forgotten about the transaction it was out of my mind. I am just on the spot of having been a friend of two people when they were friends, and when they went out one says he did and one says he did not.

Margaret Murphy, a witness of lawful age, being first duly sworn, deposes and says:

(Dulin)

1. I hand you this mortgage filed as an Exhibit here, is that your signature?

A. This is definitely my signature.

2. Have you ever seen the writing above that signature?

A. I never saw this writing above my signature. This seal was not on there, this was a blank piece of white paper, two or three papers attached together, these little stamps were not on there, at least three or four pages, and on the back paper I signed

nothing but a blank piece of paper with a line.
This writing of Mr. Meyer was definitely not on this paper, there was not any handwriting on this paper when I signed it, I signed a blank piece of paper.
There were two or three pieces put together, I picked up this paper and I turned to the Bookkeeper and I said, "Do I have to read all of this", he was standing at the safe in the office. They took it out of the safe and I took this paper and looked at all these three or four papers, and he said "I want you to sign on the back of the paper", and I said "this is a lot of paper to read, and Mr. Wentworth said "Knowing Mr. Meyers as you do, I don't think it necessary to read," -etc. (interrupted), and Mr. Meyers and myself walked to the front of his place of business,- the safe is about where the Judge's bench is, and the desk is in front of the store with a glass top and two chairs and I walked to the front of the store with Mr. Meyers and he filled his fountain pen, and he turned the papers over and said "sign right there" and there was nothing there but the line, I know I have enough sense I would not sign anything like that. His writing on it he did that deliberately.

3. Why did you sign anything. You had definitely had a falling out with him and he asked you down there and handed you a blank piece of paper,-

A. No,- a lot of papers attached together on the back of the paper was a blank place right here, no writing above it.

4. What he asked you to sign, it was blank when you were handed that paper by a man with whom you had fallen out,-

A. No, I had not fallen out with him, I went that very night and spent two weeks with him, we were the best of friends at the time, we were the best of friends when I signed that release.

5. What did you think you were signing?

A. A mortgage. He told me that very night we had dinner together, I had sprained my ankle and he called me up to have dinner with him, and we sat there at the table and he said "you know Murf, you are a very careless person here you fall down steps," etc. and I had two automobile accidents, suppose something would happen to you, you have never put your signature on that mortgage, in case anything would happen to you, don't you know your mother would not be protected", and I said "why have you not thought of it before?" And he said "we will go back,-"

I had all the confidence in Mr. Meyers I never thought he would do a thing like this.

6. Was it after dinner you went back?

A. Yes.

7. What time did you have dinner?

A. About 6:30, after all/I don't get off until 5:30.

8. This Bookkeeper still on the job when you went back?

A. He was still there waiting for Mr. Meyers to come back.

9. When he handed you this paper you signed where there was no writing?

A. Absolutely on a blank piece of paper, that little place for me to sign my name.

10. Have you ever heard of a mortgage before?

A. I have heard of them before.

11. You know a person who loans money does not sign?

A. I never had a business transaction like that, I thought you had to have your signature on a mortgage, I did not know.

12. He volunteered to give you the mortgage?

A. He never did.

13. Did you ask for it?

A. I don't recall. I know the time he told me he was giving it to me and would keep it in his safe, I don't think I ever asked him for it except when we finally broke up, I called him in September and asked him to bring the mortgage to me and he came to my home and did not have it, I told him I thought we should definitely put this matter on a business basis.

14. The testimony of Mr. Meyers and Mr. Wentworth has brought out some new points, whether you signed that paper when the word "release" was mentioned when you signed it, was that word "release" used when you signed it?

A. Absolutely not. Under no circumstances was it ever mentioned, I was under the impression I was signing the mortgage and that is exactly what I heard.

15. That is your testimony?

A. Very much so. I frankly believe Mr. Wentworth himself did not know it was a release paper.

16. You heard his testimony,- Mr. Meyers testimony,- he told him he wanted him to witness your signature to that "release"?

A. No, he never even said that to the Bookkeeper,- I heard his testimony, and nothing like that transpired.

17. He said he was going to pay you the balance on that mortgage?

A. No sir.

18. Did you hear him say that?

A. I heard Mr. Wentworth say that, but under no circumstances did he say a word about a dollar.

19. Was there any money on the safe?

A. Absolutely not, there was no money whatsoever.

20. No money passed to you?

A. Absolutely not.

21. Did Mr. Meyers ever pay you a lump sum of $500?

A. Never. Mr. Meyers never paid me one dime or anything else. I have two bank books to show what I have gotten since 1935, this one is held by Hutzler Brothers $15 saved every week out of my salary,-

22. At the time this paper was signed by you on July 29th, 1939 did any money pass to you from Mr. Meyers?

A. Absolutely not, no money whatsoever.

23. Any money in sight that night?

A. Absolutely not. I had my vacation check with me that night. No money transpired between Meyers and I ever at any one time, he could not afford to keep himself at that time, let lone those payments to me, and how could I carry $500 in a pocketbook like this. I would not know what to do with $500 in cash, I never had that much money in my life.

24. You could put it in the Bank?

A. I could not at 7 o'clock at night. I never had $500 in cash in my hands in my life.

25. (Court) I want to ask you, look at the Court,

Did Mr. Meyers pay you any money at the time this purported release was signed by you?

A. Absolutely not, your Honor, he never paid me one cent.

(Dulin)

26. When was the first time you ever saw this mortgage?

A. The first time I ever saw this mortgage was when I am supposed to have signed a mortgage instead of a release, that's the only time I ever saw it.

27. When was the first time you ever saw this writing on the mortgage?

A. I never saw this writing on the mortgage before. The day I signed this paper none of it was on there, no seal in ( ) or his handwriting, he put that on there after that was done, it was not on there when I did it. I have intelligence enough to know to read an article like that, I could have seen it, I don't wear glasses, I could have seen it, it was not there when I signed it.

28. Tell me (Court) why you signed it?

A. Because Mr. Meyers told me my mother would be protected, I signed this paper because he said if anything happened to me my mother would not be protected, and I am her sole support.

29. The first time you ever saw this handwriting was here today?

A. Absolutely when brought this up here was the first time I saw this handwriting because no handwriting of any kind was on here.

30. Did Mr. Wentworth see you sign that paper?

A. Absolutely not, the desk is here and the safe is here and automobiles jammed in here, how he could witness it I don't know.

31. He said he was standing alongside of you?

A. Absolutely not, he was at the safe, I was in front of the store and there are no chairs in back of the store against the safe, no chairs there, and how could he see me from one end to the other.

32. When did he sign his name?

A. I never saw his name on there, I never saw him sign that paper. If he signed this paper he signed it after Mr. Meyers took it back to the safe not in my presence.

33. Did Mr. Wentworth go to the front of the store with you?

A. He did not. When I went to the front of the store he was not there.

34. At the time you had this conversation with him in reference to "do I have to read all these papers", where were you?

A. I was standing at the safe, and when the Bookkeeper, or Mr. Meyers, took it out of the safe I looked over all these papers, and I said "do I have to read all these,"

35. When you had this conversation then you and Mr. Meyers walked to the front of the store?

A. We walked to the front of the store and sat at his table and he filled his fountain pen, and he said "sign right here" and there was absolutely no handwriting on that paper.

36. Did you ever give Mr. Meyers any gifts of money?

A. When Mr. Meyers was on the stand he testified these payments I made to him were gifts,- after all I work 365 days, and work hard, and I am not taking $185's and handing out as

gifts, I am not that generous.

37. Did you know this mortgage had been executed?

A. Mr. Meyers asked me for $3,000 and I told him I had $2,000 and he asked if I could raise the other $1,000; after all I never had any property, I told him impossible for me to borrow money, and he said "I have to borrow money from a Finance Company, I am terribly strained, straightened can't you make up that $1,000, by paying the initial payment and the interest on my $5500",---

38. You paid that money direct to the Bank according to the Bank official testimony, and Meyers said it was an outright gift? Do you deny that?

A. Of course I do deny it.

39. When did Mr. Meyers tell you he had given you a $3,000 mortgage, was it before or after you commenced making payments to the Bank?

A. Before.

40. Were you under the impression you were protected by a $3,000 mortgage?

A. He told me, "I am getting Raymond Neudecker to draw up a $3,000 mortgage for himself and also for you". At the bottom of that letter he has five years and he knows very well that was contrary to the arrangement he made with me. Mr. Meyers also made the statement that I gave him these gifts for having my family down there and the time I spent at his home. I never had any part of my family at his place, my mother and father had a place of their own and it was a question of my going there one week with them, and a week with him or so. The only time I ever spent any length of time at his home was two weeks vacation I was down there one summer in August, that was one time, except one Sunday he was in Maine and asked me to go down and look after things, and Miss Courtney drove me down there, that was the only time I was ever there without him. As far as giving him gifts that is absurd, and only two friends, a couple from New York, the Goldstroms of New York, and I am sure he was entertained by them. His statements are very unfair and very unjust.

There is another thing, may I say, he also made a statement about various things, such as I took down his curtains, etc. During my stay there those two weeks the bath room curtains were in shreads and I had Hutzler come down and replace them, and the $53.90 was charged to me on my account, and he did not pay me for them. He also has things at his home, chairs left to me by my grandmother, he has china given my mother as a wedding present. My father died and my mother came to live with me and he has those things, and after all a man who has any feelings to keep wedding presents of a person after being married 49 years, is the most ungrateful thing in the world.

41. Do you own any property?

A. None whatsoever.

42. Have you ant stocks or bonds?

A. I have none.

43. Where was your Bank account?

A. Eutaw Savings and Morris Plan Bank.

44. Are they your bank accounts?

A. Yes.

45. Are they the only ones you have?

A.- Yes are the only ones I have and I have had them for years.

46. Any deposits made by you of $300 around December 24th, 1938 or thereabouts?

A. No. There is a deposit of April 1st, 1938 of $300 that was a bonus check from Hutzler Bros.

47. Did you make any deposits in your bank accounts around December 24th, 1938?

A. No.

48. Any around January 28th, 1939?

A. No.

49. Any deposits around February 25th, 1939?

A. No.

50. Make any around March 25th, 1939?

A. No.

51. Any around April 29th, 1939?

A. No sir.

52. May 27th, 1939?

A. No.

53. June 24th, 1939?

A. No.

54. July 27th, 1939 make any deposits close to that date or after that date?

A. No sir. On the contrary, to Meyers saying he gave me all these various amounts I don't know how he can say it after I made all these payments for him, his first initial payment and the interest on his mortgage.

After all the salary I make a month, does not make it necessary for me to draw $200 on my Life Insurance if he was paying me these $200 as he claims.

Cross Examination.

(Woelfel)

1. What is your salary a week?

A. $75 a week, $300 a month.

2. You also get a commission?

A. I get a bonus check twice a year.

3. Your job necessitates your going to New York frequently?

A. Definitely

4. How often does that occur?

A. That all depends,

5. At least four or five times a year?

A. Practically every other week.

6. That is not the same purse you had in 1938?

A. Believe it or not I have had this purse for five years, yes.

7. You looked at this mortgage very carefully before you signed it?

A. I did not look at it very carefully, I did not look at any of the typewritten part but I looked at it enough to know his handwriting was not there at the time I signed it, all I could see was this typewritten part all over this, but there were more pages than this.

8. You are not positive those stamps were on there?

A. I don't recall those stamps were on there. All I remember was all this typewritten

on here, and about 3 or 4 pages more than this. I remember the white part I signed definitely, with just a little black line, but I assure you this writing was not there.

9. Then you were wrong when you said those stamps were not on there?

A. I said I did not remember those stamps being on there, I don't remember seeing any stamps.

10. Will you look and see whether those stamps were cancelled 11/11/38?

A. Do you think for one instant if I looked at this paper that I would get down and scrutinize it this way?

11. Do you see that?

A. I do not, first of all if I did see it I would not understand it.

12. You don't see 11/11/38?

A. I do not see that, all I see is a 2 and a 1.

13. Is your eyesight good?

A. My eyesight is excellent, I never have had to wear glasses.

14. You signed a blank paper without looking at it?

A. I did without reading it becausemI had confidence in William J. Meyers, but apparently it was not very much of confidence after his testimony here today.

15. Did you ever get a note from Mr. Meyers? A note indicating that he owed you any money, a promissory note?

A. I never got any note from Mr. Meyers.

16. Your first payment you allege was back in 1937, first payment you made at the Bank?

A. The first payment I made to Mr. Meyers was April 16th, 1938 of $169.53.

17. You testified here in Chief,- do you recall stating,- "On May 22nd, 1937 I also made this payment for Mr. Meyers at the Bank, $185?

A. I'm sorry, but every payment I made for Mr. Meyers at the Bank the checks verify that. The only payment I don't have checks for is $169.53 which Miss Travers verified.

18. Mr. Meyers said you paid that?

A. Everything I paid for Mr. Meyers at the Bank the checks are here.

19. You paid $60 for these curtains?

A. $53 and I still have the bills.

20. You paid for that?

A. I paid for it.

21. You did not put that cost on this mortgage?

A. I did not.

22. That was a gift?

A. Certainly not. He asked me to have the girl come down and have those windows measured, it was no gift whatsoever. I suppose Mr. Meyers told you a lot of antiques he has in his home,- he agreed to take them to his home because we had no place to store them.

23. You had that done at his request?

A. I certainly did and I had it charged to my account because he could not have anything charged at Hutzlers. He definitely promised to pay me back like he has everything else, and he did not.

24. You have a sister?

A. I have two.

25. You have a Niece?

A. I have two nieces.

26. Have they ever been down there?

A. My Nieces and my sisters have never been to his place at all.

27. Have you got a sister living in New York?

A. I have.

28. Has she ever been down there?

A. My sister has never been to his place but Mr. Meyers has been to my sister's home, in New York.

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

A. No.

MARGARET MURPHY

VS.

WILLIAM J. MEYERS

No. 8192 Equity

In the Circuit Court for

Anne Arundel County.

OPINION AND ORDER OF COURT.

STATEMENT OF THE CASE

Under date of November 26, 1938, the defendant in this case, being the owner of certain real estate in Anne Arundel County, subject to two mortgages, executed to the plaintiff a third mortgage on said real estate, in which mortgage it is recited that the mortgagor "stands bona fide indebted unto the said mortgagee in the full and just sum of three thousand dollars, the same being money this day loaned and advanced by the latter to the former". This paper was prepared by the defendant's lawyer at the latter's request, and in accordance with instructions contained in the letter from him to the lawyer dated November 2, 1938. (Plaintiff's Exhibit, 1-6-42) The amount of the debt was then placed by the defendant at $3,000.00 and the mortgage was executed accordingly. Under date of July 29, 1939, the plaintiff signed what purported to be a short release written across the back of the original mortgage. (Exhibit, 1-5-42)
It is this purported release which gives rise to the present suit.

The plaintiff in her bill of complaint alleges that she was induced, through the defendant's "fraud and misrepresentation", to sign this paper and that he deceived her "by misinforming her as to the purposes and consequences of her act." In her testimony, given in open Court, she emphatically denies that the defendant has repaid to her any part of the mortgage debt, and the basic allegation of her bill is "that the said pretended release is wholly without legal consideration, is fraudulent and void, and should be set aside by a Court of Equity."

The defendant in his answer admits the execution and contents of the mortgage as alleged and that it was delivered to, and retained by, him. He further states, however, that he "never received but $2,000.00" from said plaintiff, "one check being for $1700.00 and the other for $300.00, and that said money was given him without a mortgage, but in order to protect her he subsequently had his attorney prepare a $3,000.00 mortgage, as the plaintiff was to get another $1,000.00 for him, which latter amount she never procured; hence the $3,000.00 amount named in the mortgage instead of $2,000.00, the amount loaned."

The answer emphatically denies the plaintiff's allegations of fraud, and alleges that, on the contrary, he repaid the plaintiff the full amount of his mortgage debt to her, the final payment, he alleges, having been made in the sum of $500.00 on July 29, 1939, which is the date of the purported release of the mortgage. The defendant also sets up laches as a defense to this suit.

Upon the issue thus created by the bill and answer, voluminous testimony was taken in open Court on behalf of both parties. This testimony shows an irreconcilable conflict between the version of the facts given by the plaintiff and that given by the defendant. However, there are several salient facts which are outstanding and controlling of the issue, and which are either not denied or are not open to question.

Marshalling these facts, they show substantially the following:

(1). In 1938 the defendant was the sole proprietor and operator of a business known as the Baltimore Auto Exchange Company, the volume of which was between two hundred thousand and two hundred and fifty thousand dollars a year. (Record - page 22) During the first part of that year the financial condition of the defendant was "pretty bad," (Record - page 44) and he was in urgent need of financial help. According to the defendant he had to raise $17,_029.06 cash, "so Miss Murphy, - I was going with her at the time, - and Mr. Neudecker, and I told them of that and they volunteered, she volunteered $3,000 and Mr. Neudecker volunteered $3,000.00." (Record - page 20)

(2). The plaintiff gave the defendant one check for $1700.00 dated May 27, 1938, and another check for $300.00 dated that same day. How the defendant entered these two receipts on his books is not made clear by his testimony. For instance: (Record - page 21):

"Q. When you received a check for $1700. from Miss Murphy did you put that in your personal account? Or did you put it in your business account?

A. I could not answer that."

Again:

"Q. You were asked when you got this money from Miss Murphy how did you enter it on the books, received in course of business or personal transaction?

A. That was deposited in the business I am sure.

Q. Then as a matter of fact you are intermingling personal cash you had in with the business, there is no distinction between the two?

A. That's right."

Later on in his testimony the defendant states: "We make a record of every dollar we receive._

Q. And when you pay it do you make a record?

A. Yes."

(3). The defendant claims that the method he employed in paying back to the plaintiff the $2,000. he admits having received from her was to hand it to her in cash in sums varying from two hundred to five hundred dollars. These payments, he states, were made on holidays or Saturdays in her apartment, mostly, and that the only record whatever that he kept of these alleged payments was on the back of an envelope.(Record-page 12) According to his testimony, there were eight of such payments, the first be-

ing $300.00 on December 24, 1938, and the last being $500.00 on July 25, 1939. When the plaintiff gave this testimony (Record - page 4) he read off the dates and amounts from the envelope in question. It is to be noted that the date on which he later claims to have made the final payment of $500.00 was the date on which the purported release was signed, namely, July 29, 1939, and not July 25th, as shown on the envelope he had. He further stated that he made the entries at the time that he made each one of the payments, but further stated that he kept the envelope "at the office". (Record - page 13)

In detailing the times and places of the various alleged payments, he states that he gave her $200.00 on April 29, 1939, when they were spending the weekend at his place at Edgewater Beach; that he made a payment of $200.00 on May 27, 1939, "in the country." Before that certain other of the alleged payments were made in the plaintiff's apartment in Baltimore, when no one else was present besides these two parties. In short, the defendant claims that he made the various payments in question, not less than $200.00 in cash at any one time; that these payments, aggregating $2,000.00, were made to the plaintiff eigher in the country or at her apartment on Saturday nights or holidays; that there were no witnesses to any of the payments; no receipts asked for or given; and that he kept no records whatever of any of them except to enter them on the back of an envelope which he kept in the safe in his office.

(4). All the time during which these alleged cash payments were being made by the defendant to the plaintiff from December, 1938, to July, 1939, the plaintiff was admittedly paying out for the defendant various amounts to the Equitable Trust Company on account of principal and interest due on the defendant's mortgage to that Bank. This is further corroborated by the witness, Charles W. Johnson, Manager of the North Avenue office of the Equitable Trust Company. (Record - page 13) Specifically, the plaintiff paid on this account $187.50 on February 20, 1939, and $185.00 on May 22, 1939. These payments were in addition to certain others paid by the plaintiff for the benefit of the defendant and which aggregated $3,079.53. (Record - page 3)

The defendant, while admitting these various payments made for him by the plaintiff on account of his prior mortgage to the Equitable Trust Company, undertakes to explain them by calling them "gifts." (Record - page 9) In other words, the defendant claims that he made the plaintiff a payment of $200.00 in cash on February 25, 1939, on account of his mortgage to her and another payment of $200.00 on May 27, 1939, and that at approximately the same time, to wit, February 20, 1939, the plaintiff made a payment of $187.50 for the defendant on his mortgage to the Equitable Trust Company, and again, on May 22, 1939, made another payment of $185.00 on the same account.

It is to be noted that the plaintiff, although unfamiliar with mortgage transactions, made her payments through checks and with corroboration from the Bank's records; whereas the defendant, then the sole proprietor of a two hundred thousand dollar a year business, and having experience in mortgage transactions, has no record or substantiation of any kind whatsoever for his alleged cash payments of two to five hundred dollars in the alleged settlement of a mortgage to the plaintiff.

It is to be further noted that when the defendant paid off his $5,000.00 mortgage to Neudecker and to the Equitable Trust Company, these payments were all made by checks and there were substantiating records for those transactions.

In view of the above outstanding and significant facts, and in the face of the plaintiff's emphatic denial, the Court cannot hold that there is legally sufficient evidence in this case to support the defendant's claim that the plaintiff got "value received" for her release of July 29, 1939.

The defendant claims that the plaintiff signed the release of mortgage at his place of business on the Saturday in question, July 29, 1939, and that it was an entirely regular and proper transaction based on a full and final payment by him of his mortgage debt to the plaintiff. She emphatically denies this and claims that no payment thereof was made at that time or any other time, and that she signed the paper under a misapprehension and upon false representations by the defendant.

The evidence on this one vital and controlling point in the case depends for its proper interpretation on the basic fact of the payment to the plaintiff of the defendant's mortgage debt to her. If, when the plaintiff signed the release, she had been paid in full for the amounts admittedly advanced to the defendant, then the defendant was entitled to the release he obtained, and the plaintiff would have no case against him. If, on the other hand, the plaintiff had not been paid back the amounts she had advanced the defendant, then the defendant was not entitled to the release he had obtained and the relief prayed in the bill of complaint should be granted.

On this question of re-payment the defendant starts out with the presumptions of law all in his favor, for it is elementary that where an allegation of misrepresentation and fraud has been made by a plaintiff the burden of proof is upon her.

Reid vs. Hughlett, 135 Md., 181
Govans, etc. Co,vs Sun Mortg.Co.,156 Md.,401
Abrahams vs. King, 111 Md., 104
U.S. Fire Ins.Co. vs. Merrick, 181 Md., 176.

To meet this burden the plaintiff, here, produced affirmative evidence that she made certain payments to, and on behalf of, the defendant aggregating the full amount of the mortgage debt. She has coupled this testimony with a denial that the defendant has ever paid this mortgage debt to her, or any part of it. She has also testified that even after the time she signed the alleged release (July 29, 1939) she made two payments aggregating $350.00.

In his own defense the defendant, while admitting the payment to him by the plaintiff of at least $2,000.00 and denying the alleged payments subsequent to the date just mentioned, has submitted to the Court no written evidence to substantiate his claims of payment such as would naturally be expected in ordinary course of business from a business man like the defendant.

The fact is that the defendant did not present the release of mortgage for record until May 1, 1940. Some time during that year it seems that the plaintiff and the defendant broke off their former close relationship and in September, 1940, the plaintiff for the first time found out that the paper she had signed in July, 1939, was a release and in October, 1940, she placed the matter in the hands of her attorney for professional attention. This suit was the result.

Taking into careful consideration all the facts and circumstances of this particular case, and the personalities and respective positions of these parties, the Court

must conclude that this is a case which calls for the intervention of a Court of Equity. The testimony presented and the entire atmosphere of the case leave too much serious doubt about the validity of the release in question for the Court to let it stand. The plaintiff had clearly shown, and it is admitted, that she went to the financial assistance of the defendant in his time of need, that she advanced him at least $2,000.00, that she also made payments to the defendant aggregating, approximately, a thousand dollars more. That the defendant got the benefit of all these payments is admitted; that he ever returned these payments or any part of them is denied, and the evidence offered by him to prove that he did make reimbursement is conspicuously lacking in probative value, possibly, the $500.00 payment in July, 1939. However, this one item, in itself, which is vigorously disputed, is not sufficient to supply that quantity of testimony which is needed in a Court of Equity to uphold a transaction of the character at issue in these proceedings.

Ridgely P. Melvin, Judge.

DECREE.

For the reasons stated in the aforegoing opinion, it is hereby ADJUDGED, ORDERED AND DECREED by the Circuit Court for Anne Arundel County this 27th day of March, 1942, that the purported release signed by the plaintiff under date of July 29, 1939, as shown by Exhibit C filed with the bill of complaint, be, and the same is hereby, annulled.

And it is further ADJUDGED, ORDERED AND DECREED that the defendant pay the costs of these proceedings.

Ridgely P. Melvin, Judge.

Filed March 28" 1942.

Order for an appeal.

Mr. Clerk:

Please enter and appeal in the above entitled case.

George B. Woelfel

Solicitor for Defendant.

Filed May 13" 1942.

MANDATE.

COURT OF APPEALS OF MARYLAND

William J. Meyers

vs.

Margaret Murphy

No. 25. October Term 1942

Appeal from the Circuit Court for Anne Arundel County.
Filed: June 26th, 1942.
November 18th, 1942, Decree affirmed with costs.
Opinion Filed. Op.- Marbury, J.
December 18th, 1942, Decree filed.

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| Appellant's Cost in the Court of Appeals of Maryland, | | | |
| Record | $226.00 | | |
| Brief | 20.00 | | |
| Appearance Fee | 10.00 | | |
| Clerk's Costs | 2.45 | $258.45 | |
| Appellee's Cost in the Court of Appeals of Maryland, | | | |
| Brief | $ 30.00 | | |
| Appearance fee | 10.00 | | |
| Clerk's Costs | .75¢ | 40.75 | $299.20 |

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 eighteenth day of December A.D. 1942.

(COURT SEAL) Maurice Ogle Clerk
of the Court of Appeals of Maryland.

William J. Meyers
vs.
Margaret Murphy

In The Court of Appeals of
Maryland October Term, 1942, No. 25.

The appeal in the above entitled case standing ready for hearing, was argued by counsel for the respective parties and the proceedings have since been considered by the Court.

It is thereupon, on this 15 day of December, 1942, 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 28th day of March, 1942, be and the same is hereby affirmed, with costs.

D. Lindley Sloan
Acting Chief Judge, For the Court.

Filed: December 18th, 1942.

Filed Dec. 19th, 1942.

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| In the Matter of the Adoption | : | No. 8832 Equity |
| of | : | In the Circuit Court for |
| Rozanne Agness Rogers, an infant. | : | Anne Arundel County. |

PETITION FOR ADOPTION AND ORDER OF COURT THEREON

To the Honorable, the Judge of said Court:

The petition of Gus Lewnes and Jacquline Lewnes, his wife, respectfully shows:

1. That your Petitioners are citizens of the United States residing in Eastport, Anne Arundel County, Maryland, and have never been convicted of any crime.

2. That your Petitioners were married on January 9th, 1945.

3. That one of your Petitioners, Jacquline Lewnes, became the mother of a girl child, born out of wedlock, on the 6th day of October, 1943. That the whereabouts of the alleged father are unknown.

4. That Gus Lewnes is now serving with the armed forces of the United States and receives a sufficient salary from the United States Army to adequately provide for his said wife and this infant child.

5. That your Petitioners desire to adopt as their child the said infant in accordance with the provisions of the Code of Public General Laws of Maryland (1939) Art. 16, Sec. 78, and respectfully aver, allege and show that they maintain a modest and comfortable home and that they are willing to provide for the proper care, maintenance, education and rearing of the said infant child.

To the end, therefore:

1. That the said Rozanne Agness Rogers be declared to be the adopted daughter of your petitioners, Gus Lewnes and Jacquline Lewnes, his wife.

2. That the birth records may be made to correspond with this adoption proceedings.

3. That the name of the said infant child be changed by decree of this Court from Rozanne Agness Rogers to Rozanne Agness Lewnes.

4. That your Petitioners may have such other and further relief as their case may require.

And as in duty bound, etc.

George B. Woelfel — Gus Lewnes

Solicitor for Petitioners — Jacquline Lewnes, Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 20th day of January, in the year 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Gus Lewnes and Jacquline Lewnes, his wife, and made oath in due form of law that the matters and facts stated in the aforegoing petition for adoption are true to the best of their knowledge and belief.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Mary M. Hoff

Notary Public.

Filed Jany. 23" 1945.

ORDER OF COURT

Upon the aforegoing petition and affidavit, it is this 25th day of January, 1945, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that Rozanne Agness Rogers be and she is hereby declared to be the adopted child of the petitioners Gus Lewnes and Jacquline Lewnes, his wife, with all the rights and privileges afforded said child by the Laws of the State of Maryland and by its statute in such cases made and provided.

And it is further ADJUDGED, ORDERED AND DECREED by the authority aforesaid that the infant name of the said/Rozanne Agness Rogers be and the same is hereby changed to Rozanne Agness Lewnes.

And it is further ORDERED that the Petitioners pay the costs of these proceedings.

James Clark Judge.

We, James Carter and Martha Carter, his wife, do hereby certify that we have known the Petitioners, to wit: Gus Lewnes and Jacquline Lewnes, his wife, for a period of fifteen years and during that time we have had an apportunity to observe the demeanor of the parties and we can verily state that they are of good character and will make good foster parents for the said infant.

James Carter

Martha Carter

I,-Major Anna Sandquist of the Annapolis Branch of the Salvation Army, do hereby certify that I have known the Petitioners, to wit: Gus Lewnes and Jacquline Lewnes, his wife, for a period of five years and during that time I have had an opportunity to ob-

serve the demeanor of the parties and I can cerily state that they are of good character and will make good foster parents for the said infant.

Anna Sandquist

Filed Jan. 23" 1945.

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| In the matter of the Petition | : | No. 8836 Equity. |
| of | : | In the Circuit Court for |
| Bernard Piotrowski (Change of | : | Anne Arundel County. |
| name) | : | |

Petition, order and decree.

To the Honorable the Judge of said Court:

The petition of Bernard Piotrowski respectfully represents:

1. That he is a Midshipman in the U. S. Navy, is attached to, and resides at the U. S. Naval Academy, Annapolis, Md.

2. That he was born March 23, 1922, in Milwaukee, Wisconsin, and has resided at the U. S. Naval Academy, Annapolis, Md., for the past three years. That he desires that his name Bernard Piotrowski shall be changed to Bernard PETERS, for the reason that, his father being dead, his uncles have changed their name to Peters, and he desires to have uniformity in family name. He further states that he will graduate from the U. S. Naval Academy in June 1945, and desires his name changed at this time, in order that his diploma will bear the name of PETERS.

Your petitioner therefore prays that his name may be changed to BERNARD PETERS.

And as in duty bound, etc.

Roscoe C. Rowe — Bernard Piotrowski (SEAL)

Solicitor for Petitioner.

State of Maryland, Anne Arundel County to wit:-

I hereby certify that on this 2nd day of February 1945, before me the subscriber, a Notary Public, in and for the State of Maryland, County aforesaid, personally appeared Bernard Piotrowski, and made oath in due form of law that the matter and facts in the aforegoing petition are true to the best of his knowledge and belief.

(NOTARIAL SEAL) — Claude R. Arth

My commission expires 7 May 1945. — Notary Public.

Filed Feby. 5" 1945.

ORDER AND DECREE

Upon consideration of the aforegoing petition and affidavit, it is, this 6th day of February 1945, by the Circuit Court of Anne Arundel County, adjudged, ordered and decreed that the name of Bernard Piotrowski, be and is hereby changed from Bernard Piotrowski to Bernard Peters, as is prayed in said petition, and that the petitioner pay the costs of these proceedings, to be taxed by the Court.

James Clark

Judge.

Filed Feby. 6" 1945.

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| In the Matter of the Adoption | : | No. 8837 Equity. |
| of | : | In the Circuit Court for |
| Alan Edward Killinger, an Infant, and | : | Anne Arundel County. |
| Change of Name. | : | |

DECREE FOR ADOPTION AND CHANGE OF NAME.

PETITION FOR ADOPTION OF INFANT AND CHANGE OF NAME.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Paul MacNicholl and Lorena A. MacNicholl, his wife, residing at No. 627 Wood Street, Brooklyn Park, Anne Arundel County, Maryland, respectfully represents unto your Honor:

1. That your petitioners have been residents of Anne Arundel County, State of Maryland, for one year, and the said Paul MacNicholl is a machinist specialist, being employed by the Maryland Drydock Company, and earns from $55.00 to $75.00 a week.

2. That Alan Edward Killinger, an infant, was born on January 2nd, 1945, being the child of Harold E. Killinger, and Louise S. Killinger, his wife, who at the present time have three other children, the said infant being their fourth child.

3. That said parties have separated and are unable to care for and properly rear and maintain said child, and have brought the same to the home of your petitioners in Anne Arundel County, and have consented that your petitioners should adopt said infant child as their own, and have also consented to the change of name of said infant. That your petitioners file herewith as part hereof a paper signed by said parents of said infant child, dated January 22nd, 1945, consenting to said adoption, as "Petitioners' Exhibit No. 1," and your petitioners have also had said parties consent to said adoption and change of name, as will be shown by their written assent attached hereto as part hereof, as "Petitioners' Exhibit No. 2."

4. That your petitioners are financially able to care for and properly rear and maintain said infant as their own, and to give it the proper education, nursing and training as it needs may be from time to time, as your petitioners have no child or children of their own, and desire the companionship and pleasure which the adoption of said child will bring to their home, all of which will enure to the benefit, welfare and happiness of said infant child.

5. That your petitioners attach hereto as part hereof, two affidavits from reputable citizens who have personal knowledge of their habits and character, as to their character and ability to properly care for said infant child, said affidavits being marked "Petitioners' Exhibit No. 3."

WHEREFORE YOUR PETITIONERS PRAYS:

(a) That this Court may pass its decree herein declaring the said Alan Edward Killinger, to be the adopted child of the said Paul MacNicholl and Lorena A. MacNicholl, his wife, as their child and heir at law under the Statute in such case made and provided;

(b) That the name of the said Alan Edward Killinger, may be changed to that of Paul MacNicholl;

(c) And that they may have such other and further relief as their case may require.

And as in duty, etc.

Edward L. Ward — Paul MacNicholl

Gordon S. Duvall, Solicitors for Petitioners. — Lorena A. MacNicholl.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 2nd day of February, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Paul MacNicholl and Lorena A. MacNicholl, his wife, and made oath in due form of law that the matters and facts set forth in the foregoing petition and accompanying affidavits are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Gloria M. Lennon

Notary Public.

PETITIONERS' EXHIBIT No. 1.

Baltimore, Maryland, January 22, 1945.

This is to Certify that we have let Mr. and Mrs. Paul MacNicholl of 627 Wood St. Brooklyn Park, 25. Maryland have our Son Alan Edward Killinger, now 20 days old, with out coercion on their part, with the promise that they can adopt him as their own when and as the Maryland State Laws permits in conformity and accord with the Ann_ Arundel County, and that we doth wish the adoption due to our inability to properly care for the child whom we love and want raised as Mr. & Mrs. MacNicholl can do.

This agreement is at our request and with our hearty free will and approval.

Loretta Boutte — Louise Killinger, mother

Witness — H. Killinger, father

PETITIONERS' EXHIBIT No. 2.

We, the undersigned, Harold E. Killinger, and Louise S. Killinger, the mother and father, of Alan Edward Killinger, an infant, hereby consent to the passage of a decree by the Circuit Court for Anne Arundel County, in Equity, for the adoption of our infant son, Alan Edward Killinger, by Paul MacNicholl and Lorena A. MacNicholl, as prayed in the aforegoing petition.

Witness our hands and seals this 1st day of February, 1945.

Witness: Laurence F. Tieman — Harold E. Killinger (SEAL)

Gloria M. Lennon — Louise S. Killinger (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 1st day of February, 1945, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared Harold E. Killinger, and made oath in due form of law that he signed the aforegoing consent, without force or coercion, and fully understands the contents of the aforegoing petition, with his consent attached thereto.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Laurence F. Tieman

Notary Public.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 1st day of February, 1945, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Louise S. Killinger, and made oath in due form of law that she signed the aforegoing consent, without force or coercion, and fully understands the contents

of the aforegoing petition, with her assent attached thereto.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Gloria M. Lennon

Notary Public.

PETITIONERS' EXHIBIT No. 3.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 5th day of February, 1945, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Mrs. Donald L. Hopper, who made oath in due form of law to the following:

That she is a resident of Baltimore City, residing at 2805 Clearview Avenue, and has been personally acquainted with Paul MacNicholl and Lorena A. MacNicholl, his wife, who reside at No. 627 Wood Street, Brooklyn Park, Anne Arundel County, Maryland; that she knows both of said parties are of good moral character and habits, are financially responsible and that she believes that it would be to the best interest and welfare of the infant child,Alan Edward Killinger, that said parties be allowed to legally adopt him, and that she knows that said parties will provide said infant with a good home.

Sworn to before me this 5th day of February, 1945, by Mrs. Donald L. Hopper. Mrs. Donald L. Hopper

Gordon S. Duvall (NOTARIAL SEAL)

Notary Public.

PETITIONERS' EXHIBIT No. 3.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 2nd day of February, 1945, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared M. Marie Shriver, who made oath in due form of law to the following:

That she is a resident of Baltimore City, residing at 1110 N. Eutaw Street, and has been personally acquainted with Paul MacNicholl and Lorena A. MacNicholl, his wife, who reside at No. 627 Wood Street, Brooklyn Park, Anne Arundel County, Maryland; that she knows both of said parties are of good moral character and habits, are financially responsible and that she believes that it would be to the best interest and welfare of the infant child, Alan Edward Killinger, that said parties be allowed to legally adopt him, and that she knows that said parties will provide said infant with a good home.

Sworn to before me this 2nd day of February, 1945, by M. Marie Shriver.

Gloria M. Lennon

Notary Public. (NOTARIAL SEAL) (Miss) M. Marie Shriver

IN THE MATTER OF THE ADOPTION OF ALAN EDWARD KILLINGER, AN INFANT, AND CHANGE OF NAME. No. 8837 Equity In the Circuit Court for Anne Arundel County.

DECREE.

Upon consideration of the aforegoing petition, and exhibits, it is thereupon, this 6th day of February, 1945, by the Circuit Court for Anne Arundel County, In Equity, AD-

JUDGED, ORDERED AND DECREED, that Alan Edward Killinger, an infant, be and he is hereby declared to be the legally adopted child of Paul MacNicholl and Lorena A. MacNicholl, his wife, as prayed in said Petition, and it is further;

ADJUDGED, ORDERED AND DECREED, that the name of the said Alan Edward Killinger, be and the same is hereby changed from Alan Edward Killinger, to Paul MacNicholl; and that the Petitioners pay the cost of the proceedings to be taxed by the Clerk.

James Clark Judge.

Filed Feby. 6" 1945.

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| In the Matter of the Adoption of Anne : | No. 8840 Equity |
| Jeanetta Henderson, Infant, by : | In the Circuit Court for |
| Marcellus Hall and Sarah Hall, his wife: | Anne Arundel County. |

Petition for Adoption

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of Marcellus Hall and Sarah Hall, his wife, respectfully shows:

First. That your Petitioners are residents of the City of Annapolis, Maryland, their address is 16 College Avenue, Annapolis, Maryland.

Second. That your Petitioners were born in Annapolis and have resided therein since birth.

Third. That some weeks ago Ida May Brown, the mother of the infant, Anne Jeanetta Henderson, being in ill health, placed this child in the care and protection of your Petitioners and request that the child be adopted by your Petitioners. The father of the child died about five years ago. Your Petitioners filed herewith an Affidavit made by the said Ida May Brown wherein she consents and agrees to the passage of an Order of this Court for the legal adoption of the infant child by your Petitioners, which Affidavit is made a part hereof.

Fourth. Your Petitioners, being childless, have an affection for this infant child who has been in their custody for some several weeks, and they desire to legally adopt her and have her name legally changed to Anne Jeanetta Hall to the end that she may be reared as their own.

Fifth. That your Petitioner, Marcellus Hall, has been employed at Carvel Hall, Annapolis, Maryland, for a number of years, He owns his own home, and he and his wife are willing, ready, and able to provide for and care for this infant and thus promote her happiness and well being. Your Petitioners file herewith a certificate of their good habits and character, which is prayed to be taken as a part hereof.

NOW, THEREFORE, Your Petitioners pary your Honors to pass a Decree declaring that the infant be the adopted child of the Petitioners, Marcellus Hall and Sarah Hall, his wife, and that the name of the said infant be changed to that of Anne Jeanetta Hall, and granting such other and further relief as this case may require.

AND AS IN DUTY BOUND, etc.

George E. Rullman
Solicitors for Petitioners

Marcellus Hall
Sarah Hall
Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this 28th day of February, in the year 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Marcellus Hall and Sarah Hall, 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) Walton I. Howard

Notary Public.

I, Ida May Brown, mother of Anne Jeanetta Henderson, now seven years old, the father of said child having died about five years ago, being in ill health have placed in the care and custody of Marcellus Hall and Sarah Hall, his wife, this child for the purpose of adoption.

I do hereby consent and agree to the passage of an Order of Court permitting the legal adoption of said child by Marcellus Hall and Sarah Hall, his wife, and I hereby and herewith relinquish all of my legal rights to and concerning the said infant child, Anne Jeanetta Henderson.

Respectfully submitted

Ida May Brown

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this eighth day of February, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ida May Brown, mother of the infant child, Anne Jeanetta Henderson, and herewith state that I understand the legal effect of the adoption of the infant, that my signature appears herein, that this consent of adoption is of my own free will and volition, and further that she acknowledged the aforegoing consent and agreement to be her act.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Ruby W. Chaney

Notary Public.

February __, 1945.

We, the undersigned, have known Marcellus Hall and Sarah Hall, his wife, for the past several years. We know them to be persons of good habits, morals, and character. They have a pleasant home which they own, and we believe them to be fit persons to have and adopt the infant,Anne Jeanetta Henderson, who is now, and has been for some weeks past, in the care and custody of the said Marcellus Hall and Sarah Hall, his wife.

Margaret Brooks, 18 College Ave.

Ella Davage , 20 College Ave.

Filed Feby. 28" 1945.

DECREE.

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 first day of March, in the year 1945, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED AND DECREED that the said Ann_ Jeanetta Henderson be and she is hereby expressly declared the adopted child of Marcellus

Hall and Sarah Hall, 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 Anne Jeanetta Henderson be and it is hereby changed to Anne Jeanetta Hall; and

It is further ADJUDGED, ORDERED AND DECREED that the Petitioners pay the cost of these proceedings to be taxed by the Clerk.

James Clark Judge.

Filed March 1st. 1945.

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In the matter of the Sale of MORTGAGED : No. 8673 Equity.
REAL ESTATE OF VICTORY HOMES, INC. : In the Circuit Court for
(Case A - 900 FIRST STREET) : Anne Arundel County.

Order to docket forclosure suit and Attorney's Exhibit No. 1

August 9th, 1944.

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage, (Attorney's Exhibit #1),

William F. Podlich

Attorney named in Mortgage.

(MD. STATE STAMPS $6.60) MORTGAGE

THIS MORTGAGE, Made this 29th day of December, A.D. 1943, by and between Victory Homes, Inc. a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called the Mortgagor, and Aurora Federal Savings and Loan Association a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, six hundred Dollars ($6,600.00), the due execution of this mortgage having been a condition precedent to the granting of said advance,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, six hundred Dollars ($6,600.00), with interest from date at the rate of four and 1/2 per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said Mortgagee, in the City of Baltimore, State of Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-six and 70/100 Dollars ($36.70), commencing on the first day of February, 1944, 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 January, 1969.

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, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured

under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant forty three feet eleven inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet binding on the center line of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley there laid out with the right of use thereof in common with others; thence binding on the west line of said alley north twelve degrees east forty-three feet eleven inches to intersect the south line of said Townsend Avenue, thence binding on the south line of said Townsend Avenue south seventy eight degrees east one hundred feet, to the southwest corner of said Townsend Avenue and said First Street, both as now laid out; thence binding on the west line of said First Street south twelve degrees west forty three feet eleven inches to the place of beginning; subject, however, to a fifteen foot reservation along the north side of said lot, for the purpose of widening Townsend Avenue; the improvements thereon being known as No. 900 First Street.

Being a part of the Land and premises described in a Deed dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943, from The Penniman and Adkins Holding Company unto said Mortgagor.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever, subject, however, to the legal operation and effect of the restrictions, conditions and covenants set out and mentioned in a deed and agreement between Victory Homes, Inc. and The Penniman and Adkins Holding Company, dated October 29, 1943, recorded among the Land Records of Anne Arundel County on December 8th, 1943.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(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 before 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) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum ($4\frac{1}{2}\%$) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee

and the policies and renewals thereof shall be held by the 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 the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the 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. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 William F. Podlich, 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 Sixty-six Dollars ($66.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of Victory Homes, Inc. a body corporate, and the signature of Morris L. Woronoff, its president, the day and year first above written.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Irma M. Bienemann By: Morris L. Worohoff, Pres.

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I Hereby Certify, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate.

At the same time also personally appeared John L. Fisher, the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL)

Irma M. Bienemann

Notary Public

Recorded Dec. 30,1943, at 10:30 A.M. in Liber J.H.H. No. 296, Folio 329 etc. Mortgage Records

Filed August 10" 1944

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, 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 Sixty-six hundred 00/100 Dollars ($6600.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jountly and severally, firmly by these presents.

Sealed with our seals and dated this 14th day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association bearing date the 29th day of December, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd No. 296 Folio 329 Case A, 900 First St., Brocklyn, A. A. Co., Md. and William F. Podlich 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 CONDITIONS OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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 F. Podlich (SEAL)

in the presence of — (CORPORATE SEAL) UNITED STATES FIDELITY AND GUARANTY COMPANY

Edward A. O'Mara

M.V.Herbert - Witness to Surety. — By Howard J. McNamara, Attorney in fact.

Filed Aug. 17" 1944

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan Association, a body corporate, dated the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd, No. 296, folio ___.

| | |
|---|---|
| Original Loan | $6600.00 |
| Amount Repaid | 60.19 |
| Loan Balance | $6539.81 |
| Interest 6/1 to 9/11/44 | 82.55 |
| | $6622.36 |
| Less Credit - F.H.A. Insurance | 15.96 |
| | $6606.40 |
| Less Credit - Expense Acct. | 32.80 |
| | $ 6573.60 |

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By John L. Fisher Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 7th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Association, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Edward A. O'Mara

Notary Public.

Filed Sept. 8" 1944

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 329,etc. to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September 11, 1944, at __ A.M., at the said mortgage premises, offer the property in said mortgage described for sale by public auction and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal Savings and Loan Association, at and for the sum of Four thousand Dollars, it being, at that figure the highest bidder therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hundred Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale.

As in duty bound, etc.

William F. Podlich

Attorney named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned mortgage, and

made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara

Notary Public.

ADVERTISEMENT OF SALE.

WILLIAM F. PODLICH, SOLICITOR 206 Baltimore Life Bldg. Baltimore, Md.

Attorney's Sale of Valuable Fee Simple Property

Known as 900 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage, dated December 29, 1943, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H., 3rd, No. 296, folio 329, from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, the said mortgage being now in default, will sell at public auction on the premises above described, on Monday, September 11, 1944 at 10:00 o'clock A.M.

All that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant forty-three feet eleven inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy-eight degrees west one hundred feet binding on the center line of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east ----- line of a fifteen foot alley there laid out with the right of use thereof in common with others; thence binding on the west line of said alley north twelve degrees east forty-three feet eleven inches to intersect the south line of said Townsend Avenue, thence binding on the south line of said Townsend Avenue south seventy-eight degrees east one hundred feet, to the southwest corner of said Townsend Avenue and said First Street, both as now laid out; thence binding on the west line of said First Street south twelve degrees west forty-three feet eleven inches to the place of beginning; subject, however, to a fifteen foot reservation along the north side of said lot, for the purpose of widening Townsend Avenue; the improvements thereon being known as No. 900 First Street.

Together with bathroom accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a TWO-STORY BRICK DWELLING, CONTAINING TWO APARTMENTS. Subject to restrictions of record, which will be announced at the time of sale.

TERMS OF SALE: Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale. A cash deposit of $300.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest from day of sale.

William F. Podlich

Attorney Named in Mortgage.

E. T. Newell & Co., AUCTIONEERS.

ORDER NISI.

Ordered, this 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the Mortgage filed in these proceedings, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd. Clerk

Filed Sept. 18" 1944

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1944

We hereby certify, that the annexed Order Nisi - Eq. 8673 Case A Victory Homes Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October, 1944. The first insertion being made the 21 day of September, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Oct. 24" 1944

ORDERED BY THE COURT, This 10th day of November, 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.

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.

February 3, 1945.

Laura R. Jickling,

Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc. in ac. with William F. Podlich, Attorney

| | | |
|---|---|---|
| To Attorney for Commissions as agreed | $ | $ 60.00 |
| 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: | | |
| Capital-Gazette Press - Advertising Sale Order Nisi on | 43.00 | |
| Capital-Gazette Press - Report of Sale Order Nisi on | 5.00 | |
| Capital-Gazette Press - Auditor's Account | 5.00 | |
| U. S. Fidelity & Guaranty Co. - Bond Premium | 19.80 | |

| | | | |
|---|---|---|---|
| To E. T. Newell & Co. - Auctioneer | $ 5.00 | | |
| E. A. O'Mara - Notary Fees | 1.00 | | |
| One-half Federal revenue stamps | 2.20 | | |
| One-half State revenue stamps | 2.00 | | |
| Expense of Rent Collections | 4.10 | $ 87.10 | |
| To Attorney for Benefit Charges, viz: | | | |
| Water rent to 9/11/44 | | 16.92 | |
| To Attorney for Adjustment, viz: | | | |
| First Floor - 9 11/44 - 10/15/44 | 52.13 | | |
| House rent: Second Floor - 9/11/44 - 9/30/44 | 29.13 | 81.26 | |
| To Aurora Federal Savings & Loan Association, Mortgagee - | | | |
| this balance on account mortgage claim | 3915.73 | | |
| | $4198.76 | | |

| | |
|---|---|
| Amount of Mortgage Claim filed | 6573.60 |
| Credit Amount allowed as above | 3915.73 |
| Balance subject to decree in personam | 2657.87 |

| | | | | |
|---|---|---|---|---|
| Cr. Sept. 11 1944 | Proceeds of Sale (900 First Street) | $4000.00 | | |
| | Interest on deferred payment | 27.76 | $4027.76 | |
| | Refund 1944 Taxes adjusted | | 33.00 | |
| | Rents collected: | | | |
| | First Floor to 10/15/44 | 92.00 | | |
| | Second Floor to 9/30/44 | 46.00 | 138.00 | |
| | | | $4198.76 | |

ORDER NISI.

ORDERED, This 5th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feby. 5" 1944

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 9, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8673 Victory Homes Inc. Case A was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945. The first insertion being made the 15th day of February, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed March 14" 1945

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15" 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark

Filed March 15" 1945.

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| | | |
|---|---|---|
| In the matter of the Sale of Mortgaged: | | No. 8674 Equity |
| Real Estate of VICTORY HOMES, INC. | : | In the Circuit Court for |
| (Case B - 902 FIRST STREET) | : | Anne Arundel County. |

ORDER TO DOCKET FORECLOSURE SUIT AND ATTORNEY'S EXHIBIT No. 1

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage, (Attorney's Exhibit #1).

William F. Podlich

Attorney named in Mortgage.

(MD. STATE STAMPS $6.30) MORTGAGE

THIS MORTGAGE, Made this 29th day of December, A.D. 1943, by and between Victory Homes, Inc. a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called the Mortgagor, and Aurora Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, three hundred Dollars ($6,300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, three hundred Dollars ($6,300.00), with interest from date at the rate of four and 1/2 per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said Mortgagee in the City of Baltimore, State of Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of February, 1944, 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 January, 1969. 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, 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 pre-payment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage

had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described said point of beginning being also distant forty three feet eleven inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of use thereof in common with others; thence binding on the east line of said alley south twelve degrees, west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continously south seventy eight degrees, east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street, north twelve degrees, east seventeen feet, ten inches to the place of beginning; the improvements thereon being now known as No. 902 First Street.

BEING a part of the Land and premises described in a deed dated October 29, 1943, & recorded among the Land Records of Anne Arundel County on December 8, 1943, from The Penniman and Adkins Holding Company unto said Mortgagor.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever, subject to the legal operation and effect of the restrictions, conditions and covenants set out and mentioned in a deed and agreement between Victory Homes, Inc. and The Penniman and Adkins Holding Company, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943.

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 tenors and tenor, it

will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(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 before 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) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Commissioner;

(11) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(111) interest on the mortgage debt secured hereby; and

(1V) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears,

to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee, and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the 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 the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the 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. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 William F. Podlich, 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 sixty-three Dollars ($63.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall

have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

And the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of Victory Homes, Inc., a body corporate, and the signature of Morris L. Woronoff, its President, the day and year first above written.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Irma M. Bienemann By: Morris L. Woronoff

President

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, President of Victory Homes, Inc. the above named Mortgagor and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate.

At the same time also personally appeared John L. Fisher, the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Irma M. Bienemann

Notary Public.

Recorded Dec. 30" 1943 at 10:30 A.M. in J.H.H.

Liber 296 Fol. 333 one of the Mortgage records.

Filed August 10" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Build-

ing, 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 Sixty-three hundred 00/100 Dollars ($6300.00), 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 14th day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association bearing date the 29th day of December, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd No. 296 Folio 333 and

Case B, 902 First St.,
Brocklyn, A.A.Co., Md.

William F. Podlich 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 CONDITIONS OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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 — William F. Podlich (SEAL)

Edward A. O'Mara

M. V. Herbert
Witness to Surety

(CORPORATE SEAL) UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara
Attorney in fact

Filed Aug. 17" 1944.

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage claim of Aurora Federal Savings and Loan Association, under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan Association, a body corporate, dated the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd, No. 296, folio 333.

| | |
|---|---|
| Original Loan ---------- | $ 6300.00 |
| Amount Repaid ---------- | 57.46 |
| Loan Balance ---------- | $ 6242.54 |
| Interest 6/1 to 9/11/44 ---------- | 78.81 |
| | $ 6321.35 |
| Less Credit - F.H.A. Insurance ------ | 15.24 |
| | $ 6306.11 |
| Less Credit - Expense Acct. | 32.38 |
| | $ 6273.73 |

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION
By John L. Fisher Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 7th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Association, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Edward A. O'Mara

Notary Public.

Filed Sept. 8" 1944.

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 333, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September 11, 1944, at __ A.M., at the said mortgaged premises, offer the property in said mortgage described for sale by public auction and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal Savings and Loan Association, at and for the sum of Four thousand Dollars, it being, at that figure the highest bidder therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hundred Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale.

As in duty bound, etc.

William F. Podlich

Attorney named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned

mortgage, and made Oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara

Notary Public.

ADVERTISEMENT OF SALE.

WILLIAM F. PODLICH, SOLICITOR 206 Baltimore Life Bldg. Baltimore, Md.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY Known as 902 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage, dated December 29, 1943, and recorded among the mortgag_ records of Anne Arundel County in Liber J.H.H. 3rd. No. 296, folio 333, from Victory Homes,Inc., to Aurora Federal Savings and Loan Association, the said mortgage being now in default, will sell at public auction on the premises above described, on Monday, September 11, 1944 at 10:30 o'clock A.M., all that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street, as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described said point of beginning being also distant forty three feet eleven inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of use thereof in common with others; thence binding on the east line of said alley south twelve degrees, west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees, east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street, north twelve degrees, east seventeen feet, ten inches to the place of beginning; the improvements thereon being now known as No. 902 First street,

Together with bathroom accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a TWO-STORY BRICK DWELLING, CONTAINING TWO APARTMENTS, Subject to restrictions of record, which will be announced at the time of sale.

TERMS OF SALE: Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale.

A cash deposit of $300.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest from day of sale.

William F. Podlich,

Attorney Named in Mortgage.

E. T. Newell & Co., Auctioneers.

ORDER NISI.

Ordered, this 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the mortgage filed in these proceedings, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sales to be $4000.00.

John H. Hopkins, 3rd., Clerk.

Filed 18" Sept. 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944

We hereby certify, that the annexed Order Nisi - Eq. 8674 Case B. Victory Homes Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October, 1944 The first insertion being made the 21 day of September, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed Oct. 24" 1944

ORDERED BY THE COURT, This 10th day of November, 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.

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 abowe entitled cause, and from them he has stated the within account.

All of which is respectfully submitted.

February 3, 1945. Laura R. Jickling

Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc. in Ac. with William F. Podlich, Attorney.

| | | |
|---|---|---|
| To Attorney for Commissions as agreed | $ | $ 60.00 |
| 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: | | |
| Capital-Gazette Press - Advertising Sale | 43.00 | |
| Capital-Gazette Press - Order Nisi on Report of Sale | 5.00 | |
| Capital-Gazette Press - Order Nisi on Auditor's Account | 5.00 | |

| | | | |
|---|---|---|---|
| To U. S. Fidelity & Guaranty Co. - bond premium | $ 18.90 | | |
| E. T. Newell & Co. - Auctioneer | 5.00 | | |
| Edward A. O'Mara - Notary Fees | 1.00 | | |
| One-half Federal revenue stamps | 2.20 | | |
| One-half State revenue stamps | 2.00 | | |
| Expense of Rent Collections | 4.10 | $ | 86.20 |
| To Attorney for Benefit Charges, viz: | | | |
| Water rent to 9/11/44 | | | 12.51 |
| To Attorney for Adjustment, viz: | | | |
| First Floor - 9/11/44 - 10/10/44 | 42.05 | | |
| House rent: Second Floor - 9/11/44 - 9/29/44 | 26.10 | | 68.15 |
| To Aurora Federal Savings & Loan Association, Mortgagee - | | | |
| this balance on account mortgage claim | | | 3925.72 |
| | | | $4190.33 |

| | |
|---|---|
| Amount of Mortgage Claim filed | 6273.73 |
| Credit Amount allowed as above | 3925.72 |
| Balance subject to decree in Personam | $2348.01 |

| | | | |
|---|---|---|---|
| Cr. Sept. 11, 1944 | Proceeds of Sale (902 First Street) | 4000.00 | |
| | Interest on deferred payment | 27.76 | 4027.76 |
| | Refund 1944 Taxes adjusted - 9/11/44 | | 32.07 |
| | Rents collected by Attorney: | | |
| | First Floor to 10/10/44 | 87.00 | |
| | Second Floor to 9/29/44 | 43.50 | 130.50 |
| | | | $4190.33 |

ORDER NISI.

ORDERED, This 5th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feb. 5th 1945.

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 9, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8674 Victory Homes Inc. Case B. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945, The first insertion being made the 15th day of February, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H White

Filed March 14" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark

Filed Feby. 5" 1945.

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| | | |
|---|---|---|
| In the matter of the Sale of MORTGAGED | : | No. 8675 Equity. |
| REAL ESTATE OF VICTORY HOMES, INC. | : | In the Circuit Court for |
| (Case C - 904 FIRST STREET) | : | Anne Arundel County. |

ORDER TO DOCKET FORECLOSURE SUIT AND ATTORNEY'S EXHIBIT No. 1

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage, (Attorney's Exhibit #1).

William F. Podlich

Attorney named in Mortgage.

(MD. STATE STAMPS $6.30) MORTGAGE

THIS MORTGAGE, Made this 29th day of December, A.D. 1943, by and between Victory Homes, Inc. a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called the Mortgagor, and Aurora Federal Savings and Loan Association a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, three hundred Dollars, ($6,300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, three hundred Dollars ($6,300.00), with interest from date at the rate of four and 1/2 per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said Mortgagee in the City of Baltimore, State of Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of February, 1944, 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 January, 1969.

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, on the first day of any month prior to maturity; PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of

same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one per cent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described said point of beginning being also distant sixty one feet nine inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred feet, binding on the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street north twelve degrees, east seventeen feet ten inches to the place of beginning; the improvements thereon being known as No. 904 First Street.

BEING a part of the land and premises described in a deed dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943, from The Penniman and Adkins Holding Company unto said Mortgagor.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever, subject, however, to the legal operation and effect of the restrictions, conditions and covenants set out and mentioned in a deed and agreement between Victory Homes, Inc. and The Penniman and Adkins Holding Company, dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943.

PROVIDED, That this conveyance shall be null and void upon the performance of all

conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(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 before 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) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Commissioner;

(11) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(111) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage secured hereby full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and

the policies and renewals thereof shall be held by the 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 the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the 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. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 Willim F. Podlich, 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 Sixty-three Dollars ($63.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of Victory Homes, Inc., a body corporate, and the signature of Morris L. Woronoff, its President, the day and year first above written.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Irma M. Bienemann By:Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, President of Victory Homes, Inc. the above-named Mortgagor, and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate.

At the same time also personally appeared John L. Fisher, the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Irma M. Bienemann Notary Public.

Recorded Dec. 30,1943, at 10:30 A.M. and
in Liber J.H.H. No. 296, Folio 337, Mortgage Records

Filed August 10" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, 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 Sixty-three hundred 00/100 Dollars ($6300.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind curselves 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 14th day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings & Loan Association bearing date the 29th day of December, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd No. 296 Folio 337 and

Case C, 904 First St.,
Brooklyn, A.A.Co.,Md.

William F. Podlich is about to sell the land and premises described in said mortgage,default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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 F. Podlich (SEAL)

in the presence of — (CORPORATE SEAL) — UNITED STATES FIDELITY AND GUARANTY COMPANY

Edward A. O'Mara

M. V. Herbert -

Witness to Surety — By Howard J. McNamara Attorney in fact

Filed Aug. 17" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc. a body corporate. (Case C - 904 First Street). — No. 8675 Equity In the Circuit Court for Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan Association, a body corporate, dated the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd, No. 296, folio 337.

| | |
|---|---|
| Original Loan ---------- | $6300.00 |
| Amount Repaid ---------- | 57.46 |
| Loan Balance ---------- | $6242.54 |
| Interest 6/1 to 9/11/44 ---------- | 78.81 |
| | $6321.35 |
| Less Credit - F. H. A. Insurance ---- | 15.24 |
| | $6306.11 |

Less Credit - Expense Acct. ---------- $ 32.38

$6273.73

Aurora Federal Savings and Loan Association

By John L. Fisher Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 7th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Association, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Edward A. O'Mara

Notary Public.

Filed Sept. 8" 1944.

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 337, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September 11, 1944, at __ A.M., at the said mortgaged premises, offer the property in said mortgage described for sale by public auction and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal Savings and Loan Association, at and for the sum of Four thousand Dollars, it being, at that figure the highest bidder therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hundred Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale.

As in duty bound, etc.

William F. Podlich

Attorney named in mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale hereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara

Notary Public

ADVERTISEMENT OF SALE.

WILLIAM F. PODLICH, SOLICITOR 206 Baltimore Life Bldg. Baltimore, Md.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY Known As 904 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage, dated December 29, 1943, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H., 3rd, No. 296, folio 337, from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, the said mortgage being now in default, will sell at public auction on the premises above described,on MONDAY, SEPTEMBER 11, 1944 at 10:10 O'CLOCK A.M.

All that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described said point of beginning being also distant sixty one feet nine inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street north twelve degrees, east seventeen feet ten inches to the place of beginning; the improvements thereon being known as No. 904 First Street.

Together with bathroom accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a TWO-STORY BRICK DWELLING, CONTAINING TWO APARTMENTS. Subject to restrictions of record, which will be announced at the time of sale.

TERMS OF SALE: Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale.

A cash deposit of $300.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest from day of sale.

William F. Podlich

Attorney named in Mortgage

E. T. Newell & Co., AUCTIONEERS.

ORDER NISI.

ORDERED, This 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the Mortgage filed in these proceedings, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Sept. 18" 1944

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1944.

We hereby certify, that the annexed Order Nisi - Eq. 8675 Case C. Victory Homes Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October, 1944. The first insertion being made the 21 day of September, 1944.

The Capital-Gazette Press, Inc.

Filed Oct. 24" 1944.

By H. White.

ORDERED BY THE COURT, This 10th day of November, 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.

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.

February 3, 1945.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc. in ac. with William F. Podlich, Atty.

| | | |
|---|---|---|
| To Attorney for Commissions as agreed | $ 60.00 | $ 60.00 |
| 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:

| | | |
|---|---|---|
| Capital-Gazette Press - Advertising Sale Order Nisi on | $ 43.00 | $ |
| Capital-Gazette Press - Report of Sale Order Nisi on | 5.00 | |
| Capital-Gazette Press - Auditor's Account | 5.00 | |
| U. S. Fidelity & Guaranty Co. - Bond Premium | 18.90 | |
| E. T. Newell & Co. - Auctioneer | 5.00 | |
| Edward A. O'Mara - Notary Fees | 1.00 | |
| One-half Federal revenue stamps | 2.20 | |
| One-half State revenue stamps | 2.00 | |
| Expense of Rent Collections | 2.05 | 84.15 |

To Attorney for Benefit Charges, viz:

| | |
|---|---|
| Water rent to 9/11/44 | 15.59 |

To Attorney for Adjustments, viz:

| | |
|---|---|
| House rent: First Floor - 9/11/44 - 10/15/44 | 50.30 |

To Aurora Federal Savings & Loan Asso., Mortgagee -

| | |
|---|---|
| this balance on account mortgage claim | 3899.04 |
| | $4146.83 |

| | |
|---|---|
| Amount of Mortgage Claim filed | $6273.73 |
| Credit Amount allowed as above | 2899.04 |
| Balance subject to decree in personam | $2374.69 |

| | | | |
|---|---|---|---|
| Cr. Sept. 11, 1944 | Proceeds of Sale (904 First Street) | 4000.00 | |
| | Interest on deferred payment | 27.76 | 4027.76 |
| | Refund 1944 Taxes (adjusted to 9/11/44 | | 32.07 |
| | First Floor to 10/15/44 | | 87.00 |
| | Second Floor - Vacant | | |
| | | | $4146.83 |

ORDER NISI.

ORDERED, This 5th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feby. 5" 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., March 9, 1945

We hereby certify, that the annexed Order Nisi - Eq. 8675 Victory Homes Inc. Case C was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945. The first insertion being made the 15th day of February, 1945.

The Capital-Gazette Press, Inc.

By H. White.

Filed March 14" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, This 15" 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark

Filed March 15" 1945.

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| | | |
|---|---|---|
| In the matter of the Sale of Mortgaged | : | No. 8676 Equity. |
| Real Estate of Victory Homes, Inc. | : | In the Circuit Court for |
| (Case D - 906 First Street) | : | Anne Arundel County. |

ORDER TO DOCKET FORECLOSURE SUIT AND ATTORNEY'S EXHIBIT No. 1

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage, (Attorney's Exhibit #1).

William F. Podlich

Attorney named in Mortgage.

(MD. STATE STAMPS $6.30) MORTGAGE

THIS MORTGAGE, Made this 29th day of December, A.D. 1943, by and between Victory Homes, Inc., a body corporate, duly incorporated under the Laws of the State of Maryland. hereinafter called the Mortgagor, and Aurora Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, three hundred Dollars ($6,300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, three hundred Dollars ($6300.00), with interest from date at the rate of four and 1/2 per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said Mortgagee, in the City of Baltimore, State of Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of February, 1944, 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 January,1969. 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, on the first day of any month prior to maturity; Provided, However, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the origi-

nal principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described said point of beginning being also distant seventy-nine feet seven inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees, one hundred feet west, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street north twelve degrees, east seventeen feet ten inches to the place of beginning; the improvements thereon being known as No. 906 First Street.

BEING a part of the land and premises described in a deed dated October 29th, 1943, & recorded in the Land Records of Anne Arundel County on December 8th, 1943, from The Penniman and Adkins Holding Company unto said Mortgagor.

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

To Have and To Hold the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever, subject however to the legal operation and effect of the restrictions, conditions and covenants set out and mentioned in a deed and agreement between Victory Homes, Inc. and The Penniman and Adkins Holding Company, dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943.

PROVIDED, That this conveyance shall be null and void upon the performance of all

conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(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 before 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) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made

good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise ~~wixm~~ after default, the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the 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 the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the 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. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 William F. Podlich, 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 Sixty-three Dollars ($63.00) and a commission to the party making the sale of said prooerty equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the

payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of Victory Homes, Inc, a body corporate, and the signature of Morris L. Woronoff, its President, the day and year first above written.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Irma M. Bienemann By: Morris L. Woronoff, President

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate.

At the same time also personally appeared John L. Fisher, the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL)

Irma M. Bienemann

Notary Public.

Recorded Dec. 30, 1943 at 10-30 A.M. in Liber J.H.H. No. 296, Folio 341, etc. Mortgage Records

Filed August 10" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, 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 Sixty-three hundred 00/100 Dollars ($6300.00), 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 14th day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings & Loan Asscciation bearing date the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd No. 296 Folio 341 and

Case D, 906 First St.,
Brooklyn, A.A.Co., Md.

William F. Podlich is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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 F. Podlich (SEAL)

in the presence of (CORPORATE SEAL) — UNITED STATES FIDELITY AND GUARANTY COMPANY

Edward A. O'Mara

M. V. Herbert -Witness to Surety — By: Howard J. McNamara, Attorney in fact.

Filed Aug. 17" 1944

In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc., a body corporate (Case D - 906 First Street.) — No. 8676 Equity In the Circuit Court for Anne Arundel County.

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan Association, a body corporate, dated the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd., No. 296, folio 341.

| | |
|---|---|
| Original Loan ---------- | $6300.00 |
| Amount Repaid ---------- | 57.46 |
| Loan Balance ---------- | $6242.54 |
| Interest 6/1 to 9/11/44 ---------- | 78.81 |
| | $6321.35 |
| Less Credit - F.H.A. Insurance ----- | 15.24 |

$6306.11

Less Credit - Expense Acct. ---------- 32.37

$6273.74

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By John L. Fisher Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 7th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Association, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara

Notary Public.

Filed Sept. 8" 1944.

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 341, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September 11, 1944, at __ A.M., at the said mortgaged premises, offer the property in said mortgage described for sale by public auction and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal Savings and Loan Association, at and for the sum of Four thousand Dollars, it being, at that figure the highest bidder therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hunderd Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale.

As in duty bound, etc.

William F. Podlich

Attorney named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned mortgage, and made Oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara

Notary Public.

ADVERTISEMENT OF SALE.

WILLIAM F. PODLICH, SOLICITOR 206 Baltimore Life Bldg. Baltimore, Md.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY Known As 906 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage, dated December 29,1943, and recorded among the mortgage records of Anne Arundel County, in Liber J.H.H. 3rd, No. 296, folio 341, from Victory Homes, Inc., to Aurora Federal Savings and Loan Association, the said mortgage being now in default, will sell at public auction on the premises above described, on MONDAY, SEPTEMBER 11, 1944 at 10:15 o'clock A.M.

All that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows: -

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described said point of beginning being also distant seventy-nine feet seven inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees, one hundred feet west, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street north twelve degrees, east seventeen feet ten inches to the place of beginning; the improvements thereon being known as No. 906 First Street.

Together with bathroom accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a TWO-STORY BRICK DWELLING, CONTAINING TWO APARTMENTS. Subject to restrictions of record, which will be announced at the time of sale.

TERMS OF SALE: Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale.

A cash deposit of $300.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest from day of sale.

William F. Podlich

Attorney Named in Mortgage.

E. T. Newell & Co., AUCTIONEERS.

ORDER NISI.

Ordered, this 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the Mortgage filed in these proceedings, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Sept. 18" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944

We hereby certify, that the annexed Order Nisi - Eq. #8676 Case D. Victory Homes,Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October, 1944. The first insertion being made the 21 day of September, 1944

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed Oct. 24" 1944

ORDERED BY THE COURT, This 10th day of November, 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 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.

February 3, 1945. Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc. in ac. with William F. Podlich, Attorney.

| | | |
|---|---|---|
| To Attorney for Commissions as agreed | $ 60.00 | $ 60.00 |

| | | | |
|---|---|---|---|
| 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: | | | |
| Capital-Gazette Press - Advertising Sale | 43.00 | | |
| Capital-Gazette Press - Order Nisi on Report of Sale | 5.00 | | |
| Capital-Gazette Press - Order Nisi on Auditor's Account | 5.00 | | |
| U.S. Fidelity & Guaranty Co. - Bond Premium | 18.90 | | |
| E. T. Newell & Co. --Auctioneer | 5.00 | | |
| Edward A. O'Mara - Notary Fees | 1.00 | | |
| One-half Federal revenue stamps | 2.20 | | |
| One-half State revenue stamps | 2.00 | | |
| Expense of Rent Collections | 4.10 | | 86.20 |
| To Attorney for Benefit Charges, viz: | | | |
| Water rent to 9/11/44 | | | 22.11 |
| To Attorney for Adjustments, viz: | | | |
| First Floor - 9/11/44 - 10/15/44 | 62.35 | | |
| House Rent: Second Floor - 9/11/44 - | 6.80 | | 69.15 |
| To Aurora Federal Savings & Loan Asso., Mortgagee - this balance on account mortgage claim | | | 3903.42 |
| | | | $4178.63 |
| Amount of Mortgage Claim filed | 6273.74 | | |
| Credit Amount allowed as above | 3903.42 | | |
| Balance subject to decree in personam | 2370.32 | | |

| | | |
|---|---|---|
| Cr. Sept. 11, 1944 | Proceeds of Sale (906 First Street) | $4000.00 |
| | Interest on deferred payment | 27.76 |
| | Refund 1944 Taxes (adjusted to 9/11/440 | 32.07 |
| | Rents Collected: | |
| | First Floor to 10/15/44 | 75.30 |
| | Second Floor | 43.50 |
| | | $4178.63 |

ORDER NISI.

ORDERED, This 5th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feby. 5" 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., March 9, 1945.

We hereby certify, that the annexed Order Nisi Eq. 8676 Victory Homes Inc. Case D. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945. The first insertion being made the 15th day of February, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed March 14" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15" 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark

Filed March 15" 1945.

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In the Matter of the Sale of Mortgag- : No. 8677 Equity.
ed Real Estate of VICTORY HOMES, INC. : In the Circuit Court for
(Case E - 908 FIRST STREET) : Anne Arundel County.

ORDER TO DOCKET FORECLOSURE SUIT AND ATTORNEY'S EXHIBIT No. 1.

August 9th, 1944.

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage (Attorney's Exhibit #1).

William F. Podlich

Attorney named in Mortgage.

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of December, A.D. 1943, by and between Victory Homes, Inc., a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called the Mortgagor, and Aurora Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, three hundred Dollars ($6,300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, three hundred Dollars ($6,300.00), with interest from date at the rate of four and 1/2 per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said Mortgagee, in the City of Baltimore, State of Maryland, or at such other place as the holder may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of February, 1944, 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 January, 1969. 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, on the first day of any month prior to maturity; Provided, However, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described said point of beginning being also distant ninety-seven feet five inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street north twelve degrees east seventeen feet ten inches to the place of beginning; the improvements thereon being known as No. 908 First Street.

BEING a part of the Land and premises described in a deed dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943, from The Penniman and Adkins Holding Company unto said Mortgagor.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever, subject, however, to the legal operation and effect of the restrictions, conditions and covenants set out and mentioned in a deed and agreement between Victory Homes, Inc. and The Penniman and Adkins Holding Company dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(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 before 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) All payments mentioned in the two preceding subsections of this paragraph and

all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the 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 the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the 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. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 William F. Podlich, 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 Sixty-three Dollars ($63.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of Victory Homes, Inc., a body corporate, and the signature of Morris L. Woronoff, its President, the day and year first above written.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Irma M. Bienemann By: Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate.

At the same time also personally appeared John L. Fisher, the Vice-President of the

within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Irma M. Bienemann

Notary Public.

Recorded Dec. 30, 1943, at 10-30 A.M. in Liber J.H.H. No. 296, Folio 345, etc. Mortgage Records.

Filed August 10" 1944

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, 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 Sixty-three hundred 00/100 Dollars ($6300.00), 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 14th day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings & Loan Association bearing date the 29th day of December, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd No. 296 Folio 345 and

Case E. 908 First St.,
Brooklyn, A.A.Co.,Md.

William F. Podlich is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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 properry, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of (CORPORATE SEAL)

Edward A. O'Mara

M. V. Herbert

Witness to Surety.

William F. Podlich (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY.

By Howard J. McNamara, Attorney in fact.

Filed Aug. 17" 1944.

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association,

under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan Association, a body corporate, dated the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd., No. 296, folio 345.

| | |
|---|---|
| Original Loan ---------- | $6300.00 |
| Amount Repaid ---------- | 57.46 |
| Loan Balance ---------- | $6242.54 |
| Interest 6/1 to 9/11/44 ---------- | 78.81 |
| | $6321.35 |
| Less Credit - F.H.A. Insurance ------ | 15.24 |
| | $6306.11 |
| Less Credit - Expense Acct. ------- | 32.38 |
| | $6273.73 |

Aurora Federal Savings and Loan Association

By John L. Fisher, Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 7th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Association, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara, Notary Public.

Filed Sept. 8" 1944

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case E - 908 First Street)

No. 8677 Equity

In the Circuit Court for Anne Arundel County.

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 345, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September 11, 1944, at __ A.M., at the said mortgaged premises, offer the property in said mortgage described for sale by public auction and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal Savings and Loan Association, at and for the sum of Four thousand Dollars,

it being, at that figure the highest bidder therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hundred Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale.

As in duty bound, etc.

William F. Podlich

Attorney named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Edward A. O'Mara

Notary Public.

ADVERTISEMENT OF SALE.

WILLIAM F. PODLICH, SOLICITOR, 206 Baltimore Life Bldg., Baltimore, Md.

Attorney's Sale of Valuable Fee Simple Property Known as 908 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage, dated December 29, 1943, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. 3rd. No. 296, folio 345, from Victory Homes, Inc., to Aurora Federal Savings and Loan Association, the said mortgage being now in default, will sell at public auction on the premises above described, on MONDAY, SEPTEMBER 11, 1944 at 10:20 o'clock A.M.

All that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described said point of beginning being also distant ninety-seven feet five inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others;

thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street north twelve degrees east seventeen feet ten inches to the place of beginning; the improvements thereon being known as No. 908 First Street.

Together with bathroom accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a TWO-STORY BRICK DWELLING, CONTAINING TWO APARTMENTS. Subject to restrictions of record, which will be announced at the time of sale.

TERMS OF SALE: Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale.

A cash deposit of $300.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest from day of sale.

William F. Podlich

Attorney Named in Mortgage.

E. T. Newell & Co., AUCTIONEERS.

ORDER NISI.

Ordered, this 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the Mortgage filed in these proceedings, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Sept. 18" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944.

We hereby certify, that the annexed Order Nisi- Eq. 8677 Case E. Victory Homes, Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October, 1944. The first insertion being made the 21 day of September, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed Oct. 24" 1944.

ORDERED BY THE COURT, This 10th day of November, 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 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.

February 3, 1945. Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc. in ac. with William F. Podlich, Attorney.

| | | |
|---|---|---|
| To Attorney for Commissions as agreed | $ | $ 60.00 |
| 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: | | |
| Capital-Gazette Press - Advertising Sale | 43.00 | |
| Capital-Gazette Press - Order Nisi on Report of sale | 5.00 | |
| Capital-Gazette Press - Order Nisi on Auditor's Account | 5.00 | |
| U. S. Fidelity & Guaranty Co. - Bond Premium | 18.90 | |
| E. T. Newell & Co. - Auctioneer | 5.00 | |
| Edward A. O'Mara - Notary Fees | 1.00 | |
| One-half Federal revenue stamps | 2.20 | |
| One-half State revenue stamps | 2.00 | 82.10 |
| To Attorney for Benefit Charges, viz: | | |
| Water rent to 9/11/44 | | 27.25 |
| To Aurora Federal Savings & Loan Asso., Mortgagee- this balance on account mortgage claim | | 3852.73 |
| | | $4059.83 |

| | |
|---|---|
| Amount of Mortgage Claim filed | 6273.73 |
| Credit Amount allowed as above | 3852.73 |
| Balance subject to decree in personam | $2421.00 |

| | | |
|---|---|---|
| Cr. Sept. 11, 1944 | Proceeds of Sale (908 First Street) | $4000.00 |
| | Interest on deferred payment | 27.76 |
| | Refund 1944 Taxes (adjusted to 9/11/44) | 32.07 |
| | | $4059.83 |

ORDER NISI.

Ordered, This 5th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feby. 5" 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., March 9, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8677 Victory Homes Inc. Case E. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945. The first insertion being made the 15th day of February, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed March 14" 1945

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15" day of March, 1945, that the aforegoing Report and Acccunt 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.

James Clark.

Filed March 15" 1945

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In the Matter of the Sale of Mortgaged : No. 8678 Equity.
Real Estate of Victory Homes, Inc. : In the Circuit Court for
(Case F. - 910 First Street) : Anne Arundel County.

ORDER TO DOCKET FORECLOSURE SUIT AND ATTORNEY'S EXHIBIT No. 1

August 9th, 1944

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage, (Attorney's Exhibit #1.)

William F. Podlich

Attorney named in Mortgage.

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of December, A.D., 1943, by and between Victory Homes, Inc., a body corporate, duly incorporated under the Laws of the State of Maryland hereinafter called the Mortgagor, and Aurora Federal Savings and Loan Association a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, three hundred Dollars ($6,300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, three hundred Dollars ($6,300.00), with interest from date at the rate of four and 1/2 per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said Mortgagee, in the City of Baltimore, State of Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of February, 1944, 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 January, 1969.

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, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described said point of beginning being also distant one hundred fifteen feet three inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street north twelve degrees east seventeen feet ten inches to the place of beginning, the improvements thereon being known as No. 910 First Street.

BEING a part of the Land and premises described in a deed dated October 29th,1943, & recorded among the Land Records of Anne Arundel County on December 8th, 1943, from The Penniman and Adkins Holding Company unto said Mortgagor.

Together with the buildings and improvements thereon, and the rights, roads, alleys,

ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever, subject to the legal operation and effect of the restrictions, conditions and covenants set out and mentioned in a deed and agreement between Victory Homes, Inc. and The Penniman and Adkins Holding Company, dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(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 before 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) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four

and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on --- such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the 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 the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the 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. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 William F. Podlich, 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 Sixty-three Dollars ($63.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of Victory Homes, Inc., a body corporate, and the signature of Morris L. Woronoff, its President, the day and year first above written.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Irma M. Bienemann By: Morris L. Woronoff, President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, President of Victory Homes, Inc. the above named Mortgagors and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate.

At the same time also personally appeared John L. Fisher, the Vice-President of the

within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL)

Irma M. Bienemann
Notary Public.

Recorded Dec. 30, 1943, at 10-30 A.M. in Liber J.H.H. No. 296, Folio 349, etc. Mortgage Records.

Filed August 10" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, 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 Sixty-three hundred 00/100 Dollars ($6300.00), 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 14th day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings & Loan Association bearing date the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd No. 296 Folio 349 and

Case F, 910 First St.,
Brooklyn, A.A.Co.,Md.

William F. Podlich is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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 Edward A. O'Mara M. V. Herbert, Witness as to Surety.

(CORPORATE SEAL)

William F. Podlich (SEAL)
UNITED STATES FIDELITY AND GUARANTY COMPANY
By Howard J. McNamara Attorney in fact.

Filed Aug. 17" 1944

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan Asso-

ciation, a body corporate, dated the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd, No. 296, folio 349.

| | |
|---|---|
| Original Loan ---------- | $6300.00 |
| Amount Repaid ---------- | 57.46 |
| Loan Balance ---------- | $6242.54 |
| Interest 6/1 to 9/11/44 ---------- | 78.81 |
| | $6321.35 |
| Less Credit - F.H.A. Insurance ------- | 15.24 |
| | $6306.11 |
| Less Credit - Expense Acct. --------- | 32.38 |
| | $6273.73 |

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By John L. Fisher, Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 7th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland; in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Association, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara

Notary Public.

Filed Sept. 8" 1944

In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc. (Case F - 910 First Street)

No. 8678 Equity.

In the Circuit Court for Anne Arundel County

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 349, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September 11, 1944, at __ A.M., at the said mortgaged premises, offer the property in said mortgage described for sale by public auction and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal Savings and Loan Association, at and for the sum of Four thousand Dollars, it being, at that figure the highest bidder therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hundred Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale.

As in duty bound, etc.

William F. Podlich

Attorney named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS MY hand and Notarial Seal.

(NOTARIAL SEAL)

Edward A. O'Mara

Notary Public.

ADVERTISEMENT OF SALE.

WILLIAM F. PODLICH, SOLICITOR 206 Baltimore Life Bldg. Baltimore, Md.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY Known as 910 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage, dated December 29, 1943, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. 3rd. No. 296, folio 349, from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, the said mortgage being now in default, will sell at public auction on the premises above described, on MONDAY, SEPTEMBER 11, 1944 at 10:25 o'clock A.M.

All that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described said point of beginning being also distant one hundred fifteen feet three inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred feet, binding on the centerline of said

party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street north twelve degrees east seventeen feet ten inches to the place of beginning, the improvements thereon being known as No. 910 First Street.

Together with bathroom accesscries (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a TWO-STORY BRICK DWELLING, CONTAINING TWO APARTMENTS. Subject tc restrictions of record, which will be announced at the time of sale.

TERMS OF SALE: Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale. A cash deposit of $300.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest from day of sale.

William F. Podlich

Attorney Named in Mortgage.

E. T. Newell & Co., AUCTIONEERS.

ORDER NISI.

Ordered, this 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the Mortgage filed in these proceedings, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Sept. 18" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944.

We hereby certify, that the annexed Order Nisi - Eq. #8678 Case F. Victory Homes Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October, 1944. The first insertion being made the 21 day of September, 1944.

The Capital-Gazette Press, Inc.

By H. White.

Filed Oct. 24" 1944

ORDERED BY THE COURT, This 10th day of November, 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.

Ridgely P. Melvin,

C.J.

Filed November 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.

February 3, 1945. Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc. in ac. with William F. Podlich, Attorney.

| | | |
|---|---|---|
| To Attorney for Commissions as agreed | $ | $ 60.00 |
| 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: | | |
| Capital-Gazette Press - Advertising Sale | 43.00 | |
| Capital-Gazette Press - Order Nisi on Report of Sale | 5.00 | |
| Capital-Gazette Press - Order Nisi on Auditor's Account | 5.00 | |
| U. S. Fidelity & Guaranty Co. - Bond Premium | 18.90 | |
| E. T. Newell & Co. - Auctioneer | 5.00 | |
| Edward A. O'Mara - Notary Fees | 1.00 | |
| One-half Federal revenue stamps | 2.20 | |
| One-half State revenue stamps | 2.00 | |
| Expense of Rent Collections | 2.05 | 84.15 |
| To Attorney for Benefit Charges, viz: | | |
| Water rent to 9/11/44 | | 16.23 |
| To Attorney for Adjustments, viz: | | |
| House rent: First Floor - 9/11/44 | | 27.55 |
| To Aurora Federal Savings & Loan Asso.,Mortgagee - this balance on account mortgage claim | 3921.15 | |
| | $4146.83 | |
| Amount of Mortgage Claim filed | 6273.73 | |
| Credit Amount allowed as above | 3921.15 | |
| Balance subject to decree in personam | $ 2352.58 | |

| | | | | |
|---|---|---|---|---|
| Cr. Sept. 11, 1944 | Proceeds of Sale (910 First Street) | $4000.00 | | |
| | Interest on deferred payment | 27.76 | $4027.76 | |
| | Refund 1944 Taxes (adjusted to 9/11/44) | | 32.07 | |
| | Rents collected: | | | |
| | First Floor | | 87.00 | |
| | | | $4146.83 | |

ORDER NISI.

ORDERED, This 5th day of February, 1945, That the Report and Account of the Auditor filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feby. 5" 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., March 9, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8678 Victory Homes, Inc. Case F. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945. The first insertion being made the 15th day of February, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed March 14" 1945

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15" day of March, 1945, that the aforegoing Report and Acccunt 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.

James Clark

Filed March 15" 1945

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| | | |
|---|---|---|
| In the Matter of the Sale of Mortgaged | : | No. 8679 Equity |
| Real Estate of VICTORY HOMES, INC. | : | In the Circuit Court for |
| (Case G.- 912 First Street) | : | Anne Arundel County. |

ORDER TO DOCKET FORECLOSURE SUIT AND ATTORNEY'S EXHIBIT No. 1.

August 9th, 1944.

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage, (Attorney's Exhibit #1).

William F. Podlich

Attorney named in Mortgage.

(MD. STATE STAMPS $6.30) MORTGAGE

THIS MORTGAGE, Made this 29th day of December, A.D. 1943, by and between Victory Homes, Inc., a body corporate, duly incorporated under the Laws of the State of Maryland hereinafter called the Mortgagor, and Aurora Federal Savings and Loan Association a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, three hundred Dollars ($6,300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, three hundred Dollars ($6,300.00), with interest from date at the rate of Four and 1/2 per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said Mortgagee, in the City of Baltimore, State of Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of February, 1944, 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 January, 1969. 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, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described said point of beginning being also distant one hundred thirty-three feet one inch southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches, to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy-eight degrees east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First

Street; thence binding on the said west line of First Street north twelve degrees east seventeen feet ten inches to the place of beginning; the improvements thereon being known as No. 912 First Street.

BEING a part of the land and premises described in a deed dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943, from The Penniman and Adkins Holding Company unto said Mortgagor.

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

To Have and To Hold the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever, subject, however, to the legal operation and effect of the restrictions, conditions and covenants set out and mentioned in a deed and agreement between Victory Homes, Inc. and The Penniman and Adkins Holding Company, dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

AND the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(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 before 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) All payments mentioned in the two preceding subsections of this paragrah and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Commissioner;

(11) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(111) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the 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 the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the 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. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 William F. Podlich, 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 Sixty-three Dollars ($63.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of Victory Homes, Inc., a body corporate, and the signature of Morris L. Woronoff, its President, the day and year first above written.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Irma M. Bienemann By: Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate

At the same time also personally appeared John L. Fisher, the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Irma M. Bienemann

Notary Public.

Recorded Dec. 30, 1943, at 10-30 A.M. in

Liber J.H.H. No. 296 Folio 353,etc.,Mortgage Records

Filed August 10" 1944

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, 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 Sixty-three hundred 00/100 Dollars ($6300.00), 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 14th day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings & Loan Association bearing date the 29th day of December, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd No. 296 Folio 353 and

Case G, 912 First st.,
Brooklyn, A.A.Co.,Md.

William F. Podlich is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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 Edward A. O'Mara M.V. Herbert - Witness to Surety.

(CORPORATE SEAL)

William F. Podlich (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY.

By Howard J. McNamara Attorney in fact

Filed Aug. 17th 1944.

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan Association, a body corporate, dated the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd, No. 296, folio 353.

| | |
|---|---|
| Original Loan ---------- | $6300.00 |
| Amount Repaid ---------- | 57.46 |
| Loan Balance ---------- | $6242.54 |
| Interest 6/1 to 9/11/44 --------- | 78.81 |
| | $6321.35 |
| Less Credit - F.H.A. Insurance ---- | 15.24 |
| | $6306.11 |
| Less Credit - Expense Acct. ------ | 32.38 |
| | $6273.73 |

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By John L. Fisher, Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 7th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Association, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Edward A. O'Mara, Notary Public.

Filed Sept. 8th 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case G - 912 First Street)

No. 8679 Equity

In the Circuit Court for Anne Arundel County.

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 353, etc. to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after

having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September 11, 1944, at __ A.M., at the said mortgaged premises, offer the property in said mortgage described for sale by public auction and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal Savings and Loan Association, at and for the sum of Four thousand Dollars, it being, at that figure the highest bidder therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hundred Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale.

As in duty bound, etc.

William F. Podlich

Attorney named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Edward A. O'Mara

Notary Public.

ADVERTISEMENT OF SALE.

WILLIAM F. PODLICH, SOLICITOR, 206 Baltimore Life Bldg. Baltimore, Md.

Attorney's Sale of Valuable Fee Simple Property Known as 912 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage, dated December 29, 1943, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H., 3rd.,No. 296, folio 353, from Victory Homes, Inc., to Aurora Federal Savings and Loan Association, the said mortgage being now in default;will sell at public auction on the premises above described, on MONDAY, SEPTEMBER, 11, 1944 at 10:30 o'clock A.M.

All that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described said point of beginning being also distant one hundred thirty-three feet one inch southerly measured along the

west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches, to the intersection formed by the east line of said alley and the extension westerly of a party wall constructing in part on the land herein being described; thence continuously south seventy-eight degrees east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street north twelve degrees east seventeen feet ten inches to the place of beginning; the improvements there on being known as No. 912 First Street.

Together with bathroom accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a TWO-STORY BRICK DWELLING, CONTAINING TWO APARTMENTS. Subject to restrictions of record, which will be announced at the time of sale.

TERMS OF SALE: Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale.

A cash deposit of $300.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest from day of sale.

William F. Podlich,

Attorney named in Mortgage.

E.T. Newell & Co., AUCTIONEERS.

ORDER NISI.

Ordered, this 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the Mortgage filed in these proceedings, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Sept. 18" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944.

We hereby certify, that the annexed Order Nisi - Eq. #8679 Case G. Victory Homes Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October, 1944. The first insertion being made the 21 day of September, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed Oct. 24" 1944.

ORDERED BY THE COURT, This 10th day of November, 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.

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.

February 3,1945. Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc. in ac. with William F. Podlich, Attorney.

| | | |
|---|---|---|
| To Attorney for Commissions as agreed | $ | $ 60.00 |
| 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: | | |
| Capital-Gazette Press - Advertising Sale Order Nisi on | 43.00 | |
| Capital-Gazette Press - Report of Sale Order Nisi on | 5.00 | |
| Capital-Gazette Press - Auditor's Account | 5.00 | |
| U.S. Fidelity & Guaranty Co. - Bond Premium | 18.90 | |
| E. T. Newell & Co. - Auctioneer | 5.00 | |
| Edward A. O'Mara - Notary Fees | 1.00 | |
| One-half Federal revenue stamps | 2.20 | |
| One-half State revenue stamps | 2.00 | |
| Expense of Rent Collections | 4.10 | 86.20 |
| To Attorney for Benefit Charges, viz: | | |
| Water rent to 9/11/44 | | 24.13 |
| To Attorney for Adjustments, viz: | | |
| First Floor - 9/11/44 - 9/15/44 | 6.80 | |
| House Rent: Second Floor - 9/11/44 - 10/3/44 | 31.90 | 38.70 |
| To Aurora Federal Savings & Loan Asso.,Mortgagee- | | |
| this balance on account mortgage claim | | 3944.05 |
| | | $4190.83 |

| | |
|---|---|
| Amount of Mortgage Claim filed | 6273.73 |
| Credit Amount allowed as above | 3944.05 |
| Balance subject to decree in personam | $2329.68 |

| | | | | |
|---|---|---|---|---|
| Cr. Sept. 11, 1944 | Proceeds of Sale (912 First Street) | | $4000.00 | |
| | Interest on deferred payment | | 27.76 | 4027.76 |
| | Refund 1944 Taxes (adjusted to 9/11/44) | | | 32.07 |

| | | | |
|---|---|---|---|
| | Rents collected: | | |
| To | First Floor to 9/15/44 | $ 43.50 | |
| | Second Floor to 10/3/44 | 87.50 | $ 131.00 |
| | | | $4190.83 |

ORDER NISI.

ORDERED, This 5th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed February 5" 1945

CERTIFICATE OF PUBLICATION Annapolis, Md., March 9, 1945

We hereby certify that the annexed Order Nisi Eq. 8679 Victory Homes Inc. Case G. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945. The first insertion being made the 15th day of February, 1945.

The Capital-Gazette Press, Inc.

By H. White.

Filed March 14" 1945

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15" 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark

Filed March 15" 1945.

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|---|---|
| In the Matter of the Sale of the Mort- : | No. 8680 Equity. |
| gaged Real Estate of VICTORY HOMES, INC. : | In the Circuit Court for |
| (Case H - 914 First Street) : | Anne Arundel County. |

ORDER TO DOCKET FORECLOSURE SUIT AND ATTORNEY'S EXHIBIT No. 1

August 9th, 1944.

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage, (Attorney's Exhibit #1).

William F. Podlich

Attorney named in Mortgage.

(MD. STATE STAMPS $6.30) MORTGAGE

THIS MORTGAGE, Made this 29th day of December, A.D. 1943, by and between Victory Homes, Inc., a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called the Mortgagor, and Aurora Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, three hundred Dollars, ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, three hundred Dollars ($6,300.00), with interest from date at the rate of four and 1/2 per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said Mortgagee, in the City of Baltimore, State of Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of February, 1944, 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 January, 1969.

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, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described said point of beginning being also distant one hundred fifty feet eleven inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the

extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street, thence binding on the said west line of First Street north twelve degrees east seventeen feet ten inches to the place of beginning; the improvements thereon being known as No. 914 First Street.

BEING a part of the Land and premises described in a deed dated October 29th, 1943, & recorded among the Land Records of Anne Arundel County on December 8th, 1943, from The Penniman and Adkins Holding Company unto said Mortgagor.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever, subject, however, to the legal operations and effects of the restrictions, conditions and covenants set out and mentioned in a deed and agreement between Victory Homes, Inc. and The Penniman and Adkins Holding Company, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County on December 8, 1943.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions

of Title VI 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 Commissioner.

(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 before 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) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Commissioner;

(11) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(111) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a

public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the 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 the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the 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. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 William F. Podlich, 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 Sixty-three Dollars ($63.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall

inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of Victory Homes, Inc. a body corporate, and the signature of Morris L. Woronoff, its President, the day and year first above written.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Irma M. Bienemann By: Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, President of Victory Homes, Inc. the above named Mortgagors, and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate.

At the same time also personally appeared John L. Fisher, the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Irma M. Bienemann, Notary Public.

Recorded Dec. 30, 1943 at 10-30 A.M. in Liber
J.H.H. No. 296, Folio 357, etc., Mortgage Records.

Filed August 10" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, 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 Sixty-three hundred 00/100 Dollars ($6300.00), 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 14th day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings & Loan Association bearing date the 29th day of December, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd No. 296 Folio 357 and

Case H, 914 First St.,
Brooklyn, A.A.Co.,Md.

William F. Podlich is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden William F.

Podlich 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 Edward A. O'Mara M.V.Herbert - Witness to Surety

(CORPORATE SEAL)

William F. Podlich (SEAL)
UNITED STATES FIDELITY AND GUARANTY COMPANY
By: Howard J. McNamara
Attorney in fact.

Filed Aug. 17" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. A BODY CORPORATE. (Case H - 914 First Street)

No. 8680 Equity
In the Circuit Court for
Anne Arundel County.

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan Association, a body corporate, dated the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd., No. 296, folio 357.

| | |
|---|---|
| Original Loan ---------- | $6300.00 |
| Amount Repaid ---------- | 57.46 |
| Loan Balance ---------- | $6242.54 |
| Interest 6/1 to 9/11/44 ---------- | 78.81 |
| | $6321.35 |
| Less Credit - F.H.A. Insurance --------- | 15.24 |
| | $6306.11 |
| Less Credit - Expense Account --------- | 32.37 |
| | $6273.74 |

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION
By John L. Fisher, Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 7th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Association, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

NOTARIAL SEAL)

Edward A. O'Mara
Notary Public.

Filed Sept. 8" 1944

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 357, etc. to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September 11, 1944, at __ A.M., at the said mortgaged premises, offer the property in said mortgage described for sale by public auction and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal Savings and Loan Association, at and for the sum of Four thousand Dollars, it being, at that figure the highest bidder therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hundred Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale.

As in duty bound, etc.

William F. Podlich

Attorney named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Edward A. O'Mara

Notary Public.

ADVERTISEMENT OF SALE.

WILLIAM F. PODLICH, SOLICITOR, 206 Baltimore Life Bldg. Baltimore, Md.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY Known As 914 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage, dated December 29, 1943, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H., 3rd. No. 296, folio 357, from Victory Homes, Inc., to

Aurora Federal Savings and Loan Association, the said mortgage being now in default, will sell at public auction on the premises above described, on MONDAY, SEPTEMBER 11, 1944 at 10-35 o'clock A.M.

All that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described said point of beginning being also distant one hundred fifty feet eleven inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street, thence binding on the said west line of First Street north twelve degrees east seventeen feet ten inches to the place of beginning; the improvements thereon being known as No. 914 First Street.

TOGETHER with bathroom accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a TWO-STORY BRICK DWELLING, CONTAINING TWO APARTMENTS. Subject to restrictions of record, which will be announced at the time of sale.

TERMS OF SALE: Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale. A cash deposit of $300.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest from day of sale.

William F. Podlich

Atttorney Named in Mortgage.

E. T. Newell & Co., AUCTIONEERS.

ORDER NISI.

Ordered, this 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the Mortgage filed in these proceedings, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Sept. 18" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944

We hereby certify, that the annexed Order Nisi - Eq. 8680 Case H. Victory Homes, Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October, 1944. The first insertion being made the 21 day of September, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed Oct. 24" 1944.

ORDERED BY THE COURT, This 10th day of November, 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.

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.

February 3, 1945. Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc. in ac. with William F. Podlich, Attorney.

| | | |
|---|---|---|
| To Attorney for Commissions as agreed | $ | $ 60.00 |
| 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: | | |
| Capital-Gazette Press - Advertising Sale | 43.00 | |
| Capital-Gazette Press - Order Nisi on Report of Sale | 5.00 | |
| Capital-Gazette Press - Order Nisi on Auditor's Account | 5.00 | |
| U. S. Fidelity & Guaranty Co. - Bond Premium | 18.90 | |
| E. T. Newell & Co. - Auctioneer | 5.00 | |
| Edward A. O'Mara - Notary Fees | 1.00 | |
| One-half Federal revenue stamps | 2.20 | |
| One-half State revenue stamps | 2.00 | |
| Expense of Rent Collections | 4.10 | 86.20 |
| To Attorney for Benefit Charges, viz: | | |
| Water rent to 9/11/44 | | 18.73 |

To Attorney for Adjustments, viz:

| | | |
|---|---|---|
| First Floor - 9/11/44 - 10/8/44 | $ 39.15 | |
| House rent: Second Floor - 9/11/44 - 10/10/44 | 42.05 | $ 81.20 |

To Aurora Federal Savings & Loan Asso., Mortgagee-

this balance on account mortgage claim 3948.32

$4232.20

| | |
|---|---|
| Amount of Mortgage Claim filed | $6273.74 |
| Credit Amount allowed as above | 3948.32 |
| Balance subject to decree in personam | $2325.42 |

| | | |
|---|---|---|
| Cr. Sept. 11, 1944 | Proceeds of Sale (914 First Street) | $4000.00 |
| | Interest on deferred payment | 27.76 |
| | Refund 1944 Taxes (adjusted to 9/11/44) | 32.07 |
| | Rents collected: | |
| | First Floor to 10/8/44 | 85.37 |
| | Second Floor to 10/10/44 | 87.00 |
| | | $4232.20 |

ORDER NISI.

ORDERED, This 5th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed February 5" 1945

CERTIFICATE OF PUBLICATION Annapolis, Md., March 9, 1945.

We hereby certify, that the annexed Order Nisi- Eq. 8680 Victory Homes, Inc. Case H. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945. The first insertion being made the 15th day of February, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed March 14" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15" 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark.

Filed March 15" 1945.

In the Matter of the Sale of MORTGAGED : No. 8681 Equity.
REAL ESTATE OF VICTORY HOMES, INC. : In the Circuit Court for
(Case I - 916 FIRST STREET) : Anne Arundel County.

ORDER TO DOCKET FORECLOSURE SUIT AND ATTORNEY'S EXHIBIT No. 1

August 9th, 1944.

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage, (Attorney's Exhibit #1).

William F. Podlich
Attorney named in Mortgage.

(MD. STATE STAMPS $6.30) MORTGAGE

THIS MORTGAGE, Made this 29th day of December, A.D. 1943, by and between Victory Homes, Inc. a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called the Mortgagor, and Aurora Federal Savings and Loan Association a corporation organized and existing under the laws of the United States of America hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, three hundred Dollars ($6,300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, three hundred Dollars ($6,300.00), with interest from date at the rate of four and 1/2 per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said Mortgagee, in the City of Baltimore, State of Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of February, 1944, 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 January, 1969.

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, on the first day of any month prior to maturity; PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant one hundred sixty-eight feet nine inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches, to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy-eight degrees east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street north twelve degrees east seventeen feet ten inches to the place of beginning; the improvements thereon being known as No. 916 First Street.

BEING a part of the Land and Premises described in a deed dated October 29th, 1943, & recorded among the Land Records of Anne Arundel County on December 8th, 1943, from The Penniman and Adkins Holding Company unto the said Mortgagor.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever, subject, however, to the legal operation and effect of the restrictions, conditions and covenants set out and mentioned in a deed and agreement between Victory Homes, Inc. and The Penniman and Adkins Holding Company, dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior

to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(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 before 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) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Commissioner;

(11) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(111) interest on the mortgage debt secured hereby; and

(1V) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 pre-

ceding 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 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the 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 the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the 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. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 William F. Podlich, 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 power 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 Sixty-three Dollars ($63.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first

insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of Victory Homes, Inc., a body corporate, and the signature of Morris L. Woronoff, its President, the day and year first above written.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Irma M. Bienemann By: Morris L. Woronoff, President

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate.

At the same time also peronally appeared John L. Fisher, the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Irma M. Bienemann

Notary Public.

Received for Record Dec. 30" 1943, at 10-30 A.M.& recorded in

Liber J.H.H. No. 296, Folio 361, etc. Mortgage Records

Filed August 10" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, 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 Sixty-three hundred 00/100 Dollars ($6300.00), 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 14th day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings & Loan Association bearing date the 29th day of December, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd No. 296 Folio 361 and

Case I, 916 First St.,
Brooklyn, A.A.Co.,Md.

William F. Podlich is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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 F. Podlich (SEAL)

in the presence of (CORPORATE SEAL) UNITED STATES FIDELITY AND GUARANTY COMPANY

Edward A. O'Mara — By Howard J. McNamara

M. V. Herbert - Witness to Surety — Attorney in Fact.

Filed Aug. 17" 1944.

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan Association, a body corporate, dated the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd, No. 296, folio 361.

| | |
|---|---|
| Original Loan | $6300.00 |
| Amount Repaid | 57.46 |
| Loan Balance | $6242.54 |
| Interest 6/1 to 9/11/44 | 78.81 |
| | $6321.35 |
| Less Credit - F.H.A. Insurance | 15.24 |
| | $6306.11 |
| Less Credit - Expense Account | 32.38 |
| | $6273.73 |

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By John L. Fisher Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 7th day of September, in the year nineteen hundred

and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Association, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Edward A. O'Mara
Notary Public.

Filed Sept. 8" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case I - 916 First Street)

No. 8681 Equity
In the Circuit Court for
Anne Arundel County.

REPORT OF SALE

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 361, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September 11, 1944, at _A.M., at the said mortgaged premises, offer the property in said mortgage described for sale by public auction and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal Savings and Loan Association, at and for the sum of Four thousand Dollars, it being, at that figure the highest bidder therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hundred Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale.

As in duty bound, etc.

William F. Podlich, Attorney named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore

aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara Notary Public

ADVERTISEMENT OF SALE.

WILLIAM F. PODLICH, SOLICITOR 206 Baltimore Life Bldg. Baltimore, Md.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY Known as 916 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage, dated December 29, 1943, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. 3rd., No. 296, folio 361, from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, the said mortgage being now in default, will sell at public auction on the premises above described, on MONDAY, SEPTEMBER 11, 1944 at 10:40 o'clock A.M. All that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the center-line of a party ---------- wall constructed in part on the land herein described, said point of beginning being also distant one hundred sixty-eight feet nine inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches, to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy-eight degrees east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street north twelve degrees east seventeen feet ten inches to the place of beginning; the improvements thereon being known as No. 916 First Street.

Together with bathroom accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a TWO-STORY BRICK DWELLING, CONTAINING TWO APARTMENTS. Subject to restrictions of record, which will be announced at the time of sale.

TERMS OF SALE: Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale.

A cash deposit of $300.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest from day of sale.

William F. Podlich. Attorney Named in Mortgage.
E. T. Newell & Co., AUCTIONEERS.

ORDER NISI.

Ordered, this 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the Mortgage filed in these proceedings, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20 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 20th day of October next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Sept. 18" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944

We hereby certify, that the annexed Order Nisi - Eq. #8681 Case I Victory Homes, Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October, 1944. The first insertion being made the 21 day of September, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Oct. 24" 1944.

ORDERED BY THE COURT, This 10th day of November, 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.

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.

February 3, 1945. Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc. in ac. with William F. Podlich, Attorney.

| | | |
|---|---|---|
| To Attorney for Commissions as agreed | $ | $ 60.00 |
| 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: | | |
| Capital-Gazette Press - Advertising Sale Order Nisi on | 43.00 | |
| Capital-Gazette Press - Report of Sale Order Nisi on | 5.00 | |
| Capital-Gazette Press - Auditor's Account | 5.00 | |

| | | |
|---|---|---|
| To U. S. Fidelity & Guaranty Co. - Bond Premium | $ 18.90 | |
| E. T. Newell & Co. - Auctioneer | 5.00 | |
| Edward A. O'Mara - Notary Fees | 1.00 | |
| One-half Federal revenue stamps | 2.20 | |
| One-half State revenue stamps | 2.00 | $ 82.10 |
| To Attorney for Benefit Charges, viz: | | |
| Water rent to 9/11/44 | | 15.43 |
| To Aurora Federal Savings & Loan Asso.,Mortgagee | | |
| this balance on account mortgage claim | | 3864.55 |
| | | $4059.83 |

| | | |
|---|---|---|
| Amount of Mortgage Claim filed | 6273.73 | |
| Credit Amount allowed as above | 3864.55 | |
| Balance subject to decree in personam | $2409.18 | |

| | | | |
|---|---|---|---|
| Cr. Sept. 11 1944 | Proceeds of Sale (916 First Street) | 4000.00 | |
| | Interest on deferred payment | 27.76 | 4027.76 |
| | Refund 1944 Taxes (adjusted to 9/11/44) | | 32.07 |
| | | | $4059.83 |

ORDER NISI.

ORDERED, This 5th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feby. 5" 1945

CERTIFICATE OF PUBLICATION Annapolis, Md., March 9, 1945

We hereby certify, that the annexed Order Nisi - Eq. 8681 Victory Homes Inc., Case I was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945. The first insertion being made the 15th day of February, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed March 14" 1945

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15" 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clarke

Filed March 15" 1945

In the Matter of the Sale of Mortgaged : No. 8682 Equity.
Real Estate of Victory Homes, Inc. : In the Circuit Court for
(Case J - 918 First Street) : Anne Arundel County.

ORDER TO DOCKET FORECLOSURE SUIT AND ATTORNEY'S EXHIBIT No. 1

August 9th, 1944.

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage, (Attorney's Exhibit #1).

William F. Podlich
Attorney named in Mortgage.

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of December, A.D. 1943, by and between Victory Homes, Inc., a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called the Mortgagor, and Aurora Federal Savings and Loan Association, a corporation organized and existing under the laws of United States of America hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, three hundred Dollars ($6,300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, three hundred Dollars ($6,300.00), with interest from date at the rate of four and 1/2 per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said Mortgagee, in the City of Baltimore, State of Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of February, 1944, 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 January, 1969.

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, on the first day of any month prior to maturity; PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant one hundred eighty six feet seven inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees, east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street north twelve degrees east seventeen feet ten inches to the place of beginning, the improvements thereon being known as No. 918 First Street.

BEING a part of the land and premises described in a deed dated October 29, 1943, and recorded among the Land Records of Anne Arundel County on December 8, 1943, from The Penniman and Adkins Holding Company unto said Mortgagor.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever, subject, however, to the legal operation and effect of the restrictions, conditions and covenants set out and mentioned in a deed and agreement between Victory Homes, Inc. and The Penniman and Adkins Holding Company, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of

the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(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 before 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) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Commissioner;

(11) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(111) interest on the mortgage debt secured hereby; and

(1V) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, 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 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the 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 the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any

part thereof, may be applied by the 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. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 William F. Podlich, 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 Sixty-three Dollars ($63.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of Victory Homes, Inc. a body corporate and the signature of Morris L. Woronoff, its President, the day and year first above written.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Irma M. Bienemann By: Morris L. Woronoff, Pres.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate.

At the same time also personally appeared John L. Fisher, the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Irma M. Bienemann , Notary Public.

Recorded Dec. 30" 1943 at 10-30 A.M. in Liber
J.H.H. No. 296, Fol. 365,etc. Mortgage Records.

Filed August 10" 1944

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, 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 Sixty-three hundred

00/100 Dollars ($6300.00), 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 14th day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings & Loan Association bearing date the 29th day of December, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd No. 296 Folio 365 and

Case J, 918 First St.,
Brooklyn, A.A.Co.,Md.

William F. Podlich is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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 F. Podlich (SEAL)

in the presence of — (CORPORATE SEAL) — UNITED STATES FIDELITY AND GUARANTY COMPANY

Edward A. O'Mara

M. V. Herbert - Witness to Surety — By Howard J. McNamara, Attorney in fact.

Filed Aug. 17" 1944.

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan Association, a body corporate, dated the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd, No. 296, folio 365.

| | |
|---|---|
| Original Loan ---------- | $6300.00 |
| Amount Repaid ---------- | 57.46 |
| Balance ---------- | $6242.54 |
| Interest 6/1 to 9/11/44 ---------- | 78.81 |
| | $6321.35 |
| Less Credit - F.H.A. Insurance ---------- | 15.24 |
| | $6306.11 |
| Less Credit - Expense Acct. ---------- | 32.38 |
| | $6273.73 |

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By John L. Fisher Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 7th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Association, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara, Notary Public.

Filed Sept. 8" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case J - 918 First Street)

No. 8682 Equity
In the Circuit Court for
Anne Arundel County.

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 365, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September 11, 1944, at __ A.M., at the said mortgaged premises, offer the property in said mortgage described for sale by public auction and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal Savings and Loan Association, at and for the sum of Four thousand Dollars, it being, at that figure the highest bidder therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hundred Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale.

As in duty bound, etc.

William F. Podlich
Attorney named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara,

Notary Public.

ADVERTISEMENT OF SALE

WILLIAM F. PODLICH, SOLICITOR, 206 Baltimore Life Bldg., Baltimore, Md.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY.

Known as 918 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage, dated December 29, 1943, and recorded among the mortgage records of Anne Arundel County in Liber J. H.H., 3rd, No. 296, folio 365, from Victory Homes, Inc., to Aurora Federal Savings and Loan Association, the said mortgage being now in default, will sell at public auction on the premises above described, on MONDAY, SEPTEMBER, 11, 1944 at 10:45 O'clock A.M.

All that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant one hundred eighty six feet seven inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees, east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street north twelve degrees east seventeen feet ten inches to the place of beginning, the improvements thereon being known as No. 918 First Street.

Together with bathroom accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a TWO-STORY BRICK DWELLING. CONTAINING TWO APARTMENTS.

Subject to restrictions of record, which will be announced at the time of sale.

TERMS OF SALE: Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale.

A cash deposit of $300.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest from day of sale.

WILLIAM F. PODLICH

E. T. NEWELL & CO., AUCTIONEERS. Attorney Named in Mortgage.

ORDER NISI.

Ordered, this 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the Mortgage filed in these proceedings, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sales to be $4000.00

Filed Sept. 18" 1944 John H. Hopkins, 3rd, Clerk.

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944

We hereby certify, that the annexed Order Nisi - Eq #8682 Case J. Victory Homes, Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October, 1944, The first insertion being made the 21 day of September, 1944

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed Oct. 24" 1944.

OEDERED BY THE COURT, This 10th day of November, 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.

Ridgely P. Melvin, C.J.

Filed Nov. 10" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case J. - 918 First Street)

No. 8682 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.

February 3, 1945.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc. in ac. with William F. Podlich, Attorney.

| | | |
|---|---|---|
| To Attorney for Commissions as agreed | $ 60.00 | $ 60.00 |
| 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: | | |
| Capital-Gazette Press - Advertising Sale Order Nisi on | 43.00 | |
| Capital-Gazette Press - Report of Sale Order Nisi on | 5.00 | |
| Capital-Gazette Press - Auditor's Account | 5.00 | |
| U. S. Fidelity & Guaranty Co. - Bond Premium | 18.90 | |
| E. T. Newell & Co. - Auctioneer | 5.00 | |
| Edward A. O'Mara - Notary Fees | 1.00 | |
| One-half Federal revenue stamps | 2.20 | |
| One-half State revenue stamps | 2.00 | |
| Expense of Rent Collections | 2.05 | 84.15 |
| To Attorney for Benefit Charges, viz: | | |
| Water rent to 9/11/44 | | 18.46 |
| To Aurora Federal Savings & Loan Asso.,Mortgagee | | |
| this balance on account mortgage claim | | 3922.97 |
| | | $4123.33 |

| | |
|---|---|
| Amount of Mortgage Claim filed | 6273.73 |
| Credit Amount allowed as above | 3922.97 |
| Balance subject to decree in personam | $2350.76 |

| | | | |
|---|---|---|---|
| Cr. Sept. 11, 1944 | Proceeds of Sale (918 First Street) | $4000.00 | |
| | Interest on deferred payment | 27.76 | 4027.76 |
| | Refund 1944 Taxes (adjusted to 9/11/44) | | 32.07 |
| | Rents collected: | | |
| | First Floor to 8/15/44 | 63.50 | |
| | Second Floor Vacant | | 63.50 |
| | | | $4123.33 |

ORDER NISI.

ORDERED, This 5th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feby. 5th 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., March 9" 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8682 Victory Homes, Inc. Case J. was published in Maryland Gazette a newwpaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945. The first insertion being made the 15th day of February, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed March 14" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15" 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark.

Filed March 15" 1945.

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|---|---|---|
| In the Matter of the Sale of Mortgaged | : | No. 8683 Equity |
| Real Estate of VICTORY HOMES, INC. | : | In the Circuit Court for |
| (Case K - 920 First Street) | : | Anne Arundel County |

ORDER TO DOCKET FORECLOSURE SUIT AND ATTORNEY'S EXHIBIT No. 1.

August 9th, 1944.

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage, (Attorney's Exhibit #1).

William F. Podlich

Attorney named in Mortgage.

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of December, A.D. 1943, by and between Victory Homes, Inc. a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called the Mortgagor, and Aurora Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, three hundred Dollars ($6,300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, three hundred Dollars ($6,300.00), with interest from date at the rate of four and 1/2 per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said Mortgagee, in the City of Baltimore, State of Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of February, 1944, 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 January,1969. 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, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant two hundred four feet five inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street north twelve degrees east seventeen feet ten inches to the place of beginning, the improvements thereon being known as No. 920 First Street.

BEING a part of the land and premises described in a deed dated October 29, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943, from The Penniman and Adkins Holding Company unto said Mortgagor.

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

appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever, subject, however, to the legal operation and effect of the restrictions, conditions and covenants set out and mentioned in a deed and agreement between Victory Homes, Inc. and The Penniman and Adkins Holding Company, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(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 before 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) All payments mentioned in the two preceding subsections of this paragraph and

all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Commissioner;

(11) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(111) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the 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 the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the 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. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 William F. Podlich, 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 Sixty-three Dollars ($63.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of Victory Homes, Inc. a body corporate, and the signature of Morris L. Woronoff, its President, the day and year first above written.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Irma M. Bienemann By: Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate At the same time also personally appesred John L. Fisher, the Vice-Presidebt. 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) Irma M. Bienemann, Notary Public.

Recorded Dec. 30" 1943 at 10-30 A.M. in Liber
J.H.H. No. 296, folio 369, etc., Mortgage Records

Filed August 10" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, 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 Sixty-three hundred 00/100 Dollars ($6300.00), 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 14th day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings & Loan Association bearing date the 29th day of December, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd No. 296 Folio 369 and

Case K, 920 First St.,
Brooklyn, A.A. Co.,Md.

William F. Podlich is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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 F. Podlich (SEAL)
in the presence of (CORPORATE SEAL) UNITED STATES FIDELITY AND GUARANTY
Edward A. O'Mara COMPANY
M. V. Herbert - Witness to Surety By Howard J. McNamara , Attorney in fact

Filed Aug. 17" 1944.

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan

Association, a body corporate, dated the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd., No. 296, folio 369.

| | |
|---|---|
| Original Loan ---------- | $6300.00 |
| Amount Repaid ---------- | 57.46 |
| Loan Balance ---------- | $6242.54 |
| Interest 6/1 to 9/11/44 ---------- | 78.81 |
| | $6321.35 |
| Less Credit - F.H.A. Insurance ---------- | 15.24 |
| | $6306.11 |
| Less Credit - Expense Account ---------- | 32.37 |
| | $6273.74 |

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By John L. Fisher, Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 7th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Association, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Edward A. O'Mara

Notary Public.

Filed Sept. 8" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case K - 920 First Street)

No. 8683 Equity

In the Circuit Court for Anne Arundel County.

REPORT OF SALE

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 369, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September 11, 1944, at __ A.M., at the said mortgaged premises, offer the property in said mortgage described for sale by public auction and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal Savings and Loan Association, at and for the sum of Four thousand Dollars, it being, at that figure the highest bidder therefor, the said property so sold,

being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hundred Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale.

As in duty bound, etc.

William F. Podlich

Attorney named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara, Notary Public.

ADVERTISEMENT OF SALE.

WILLIAM F. PODLICH, SOLICITOR, 206 Baltimore Life Bldg. Baltimore, Md.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY

Known as 920 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage, dated December 29, 1943, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. 3rd., No. 296, folio 369, from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, the said mortgage being now in default, will sell at public auction on the premises above described, on MONDAY, SEPTEMBER 11, 1944 at 10:50 o'clock A.M.

All that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant two hundred four feet five inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline, of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension

wesrerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly ---------- xy to intersect the said west line of First Street; thence binding on the said west line of First Street north twelve degrees east seventeen feet ten inches to the place of beginning, the improvements thereon beng known as No. 920 First Street.

Together with bathroom accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a TWO-STORY BRICK DWELLING, CONTAINING TWO APARTMENTS. Subject to restrictions of record, which will be announced at the time of sale.

TERMS OF SALE: Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale.

A cash deposit of $300.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest from day of sale.

William F. Podlich,

E. T. Newell & Co., AUCTIONEERS. Attorney Named in Mortgage.

ORDER NISI.

Ordered, this 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the Mortgage filed in these proceedings BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Sept. 18" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944.

We hereby certify, that the annexed Order Nisi - Eq. #8683 Case K. Victory Homes,Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October, 1944. The first insertion being made the 21 day of September, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed Oct. 24" 1944.

ORDERED BY THE COURT, This 10th day of November, 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.

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.

February 3, 1945. Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc.
in ac. with William F. Podlich, Attorney.

| | | |
|---|---|---|
| To Attorney for Commissions as agreed | $ | $ 60.00 |
| 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: | | |
| Capital-Gazette Press - Advertising Sale | 43.00 | |
| Capital-Gazette Press - Order Nisi on Report of Sale | 5.00 | |
| Capital-Gazette Press - Order Nisi on Auditor's Account | 5.00 | |
| U. S. Fidelity & Guaranty Co. - Bond Premium | 18.90 | |
| E. T. Newell & Co. - Auctioneer | 5.00 | |
| Edward A. O'Mara - Notary Fees | 1.00 | |
| One-half Federal revenue stamps | 2.20 | |
| One-half State revenue stamps | 2.00 | |
| Expense of Rent Collections | 4.10 | 86.20 |
| To Attorney for Benefit Charges, viz: | | |
| Water rent to 9/11/44 | | 17.01 |
| To Attorney for Adjustments, viz: | | |
| Rent: First Floor - 9/11/44 - 9/20/44 | | 13.05 |
| To Aurora Federal Savings & Loan Asso.,Mortgagee - | | |
| this balance on account mortgage claim | | 3911.07 |
| | | $4125.08 |
| Amount of Mortgage Claim filed | 6273.74 | |
| Credit Amount allowed as above | 3911.07 | |
| Balance subject to decree in personam | 2362.67 | |

| | | | | |
|---|---|---|---|---|
| Cr. Sept. 11, 1944 | Proceeds of Sale (920 First Street) | $4000.00 | | |
| | Interest on deferred payment | 27.76 | $4027.76 | |
| | Refund 1944 Taxes (adjusted to 9/11/44 | | 32.07 | |
| | Rents collected: | | | |
| | First Floor to 9/20/44 | 43.50 | | |
| | Second Floor to 9/5/44 | 21.75 | 65.25 | |
| | | | $4125.08 | |

ORDER NISI.

ORDERED, This 5th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feby. 5" 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., March 9, 1945

We hereby certify, that the annexed Order Nisi - Eq. 8683 Victory Homes Inc., Case K. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945. The first insertion being made the 15th day of February, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed March 14" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15" 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark.

Filed March 15" 1945.

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| | | |
|---|---|---|
| In the Matter of the Sale of Mortgaged: | | No. 8684 Equity |
| Real Estate of VICTORY HOMES, INC. | : | In the Circuit Court for |
| (Case L - 922 First Street) | : | Anne Arundel County. |

ORDER TO DOCKET FORECLOSURE SUIT AND ATTORNEY'S EXHIBIT No. 1

August 9th, 1944.

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage, (Attorney's Exhibit #1).

William F. Podlich

Attorney named in Mortgage.

(MD. STATE STAMPS $6.60) MORTGAGE

THIS MORTGAGE, Made this 29th day of December, A.D. 1943, by and between VICTORY HOMES, INC., a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called the Mortgagor, and AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, six hundred Dollars ($6,600.00), the due execution

of this mortgage having been a condition precedent to the granting of said advance,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, six hundred Dollars ($6,600.00), with interest from date at the rate of four and a half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said mortgagee,in the City of Baltimore, State of Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-six and 70/100 Dollars ($36.70), commencing on the first day of February, 1944, 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 January, 1969. 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, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein being described, said point of beginning being also distant Two hundred and twenty-two feet, three inches measured southerly along the said west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north Seventy-eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley there laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west twenty-nine feet; thence south Seventy-eight degrees East one hundred feet, to intersect the said west line of said First Street; thence binding on the west line of First Street North twelve degrees East Twenty-nine feet, to the place of beginning, the improvements thereon being now known as No. 922 First Street.

BEING a part of the Land and premises described in a deed dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943, from The Penniman and Adkins Holding Company unto said Mortgagor.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever, subject however, to the legal operation and effect of the restrictions, conditions and covenants set out and mentioned in a deed and agreement between Victory Homes, Inc. and The Penniman and Adkins Holding Company, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(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 before 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) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the

Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the 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 the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the 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. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 William F. Podlich, 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 Sixty-six Dollars ($66.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness the corporate seal of Victory Homes, Inc., a body corporate, and the signature of Morris L. Woronoff, its President, the day and year first above written.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Irma M. Bienemann By Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally

appeared Morris L. Woronoff, President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate.

At the same time also personally appeared John L. Fisher, the Vice President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Irma M. Bienemann, Notary Public.

Recorded Dec. 30" 1943, at 10-30 A.M. in Liber J.H.H. No. 296, Folio 381,etc., Mortgage Records

Filed August 10" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, 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 Sixty-six hundred 00/100 Dollars ($6600.00), 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 14th day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings & Loan Association bearing date the 29th day of December, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd No. 296 Folio 381 and

Case L, 922 First Street,
Brooklyn, A.A.Co.,Md.

William F. Podlich is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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 Edward A. O'Mara M.V. Herbert - Witness to Surety

William F. Podlich (SEAL)

(CORPORATE SEAL) UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara, Attorney in fact.

Filed Aug. 17" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case L - 922 First Street)

No. 8684 Equity. In the Circuit Court for Anne Arundel County.

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan Association, a body corporate, dated the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd, No. 296, folio ___.

| | |
|---|---|
| Original Loan ---------- | $6600.00 |
| Amount Repaid ---------- | 60.19 |
| Loan Balance ---------- | $6539.81 |
| Insurance 6/1 to 9/11/44 ---------- | 82.55 |
| | $6622.36 |
| Less Credit - F.H.A. Insurance --------- | 15.96 |
| | $6606.40 |
| Less Credit - Expense Acct. ---------- | 31.64 |
| | $6574.76 |

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By John L. Fisher, Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 7th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Asscciation, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Edward A. O'Mara, Notary Public.

Filed Sept. 8" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case L - 922 First Street)

No. 8684 Equity In the Circuit Court for Anne Arundel County.

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 381, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertise-

ment in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September 11, 1944, at __ A.M., at the said mortgaged premises, offer the property in said mortgage described for sale by public auction and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal Savings and Loan Association, at and for the sum of Four thousand Dollars, it being, at that figure the highest bidder therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hundred Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale.

As in duty bound, etc.

William F. Podlich

Attorney named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara

Notary Public.

ADVERTISEMENT OF SALE.

WILLIAM F. PODLICH, SOLICITOR, 206 Baltimore Life Bldg. Baltimore, Md.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY

Known As 922 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage, dated December 29, 1943, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H., 3rd., No. 296, folio 381, from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, the said Mortgage being now in default, will sell at public auction on the premises above described, on MONDAY, SEPTEMBER 11, 1944 at 10:55 o'clock A.M.

All that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein being described, said point of beginning being also distant Two hundred and twenty-two feet, three inches measured souther-

ly along the said west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north Seventy-eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley there laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west twenty-nine feet; thence south seventy-eight degrees east one hundred feet, to intersect the said west line of said First Street; thence binding on the west line of First Street north twelve degrees east twenty-nine feet, to the place of beginning, the improvements thereon being now known as No. 922 First Street.

Together with bathroom accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a TWO-STORY BRICK DWELLING, CONTAINING TWO APARTMENTS. Subject to restrictions of record, which will be announced at the time of sale.

TERMS OF SALE: Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale.

A cash deposit of $300.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest from day of sale.

William F. Podlich

E. T. NEWELL & CO., AUCTIONEERS. Attorney named in Mortgage.

ORDER NISI.

Ordered, This 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the Mortgage filed in these proceedings, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Sept. 18" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944

We hereby certify, that the annexed Order Nisi - Eq #8684 Case L Victory Homes Inc was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October, 1944. The first insertion being made the 21 day of September, 1944

THE CAPITAL-GAZETTE PRESS, INC.

By H White

Filed Oct. 24" 1944.

ORDERED BY THE COURT, This 10th day of November, 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.

Filed Nov. 10" 1944. Ridgely P. Melvin, C.J.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case L - 922 First Street)

No. 8684 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.

February 3, 1945.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc.
in ac. with William F. Podlich, Attorney.

| | | |
|---|---|---|
| To Attorney for Commissions as agreed | $ 60.00 | |
| 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: | | |
| Capital-Gazette Press - Advertising Sale | 40.00 | |
| Capital-Gazette Press - Order Nisi on Report of Sale | 5.00 | |
| Capital-Gazette Press - Order Nisi on Auditor's Account | 5.00 | |
| U. S. Fidelity & Guaranty Co. - Bond Premium | 19.80 | |
| E. T. Newell & Co. - Auctioneer | 5.00 | |
| Edward A. O'Mara - Notary Fees | 1.00 | |
| One-half Federal revenue stamps | 2.20 | |
| One-half State revenue stamps | 2.00 | |
| Expense of Rent Collections | 2.05 | 82.05 |
| To Attorney for Benefit Charges, viz: | | |
| Water rent to 9/11/44 | | 9.49 |
| To Attorney for adjustments, viz: | | |
| House rent: First Floor - 9/11/44 - 9/22/44 | | 15.95 |
| To Aurora Federal Savings & Loan Asso.,Mortgagee- | | |
| this balance on account mortgage claim | | 3899.02 |
| | | $4104.26 |
| Amount of Mortgage Claim filed | 6574.76 | |
| Credit Amount allowed as above | 3899.02 | |
| Balance subject to decree in personam | $2675.74 | |

| | | | | |
|---|---|---|---|---|
| Cr. Sept. 11, 1944 | Proceeds of Sale (922 First Street) | $4000.00 | | |
| | Interest on deferred payment | 27.76 | $4027.76 | |
| | Refund 1944 Taxes (adjusted to 9/11/44) | | 33.00 | |
| | Rents collected: | | | |

First Floor to 9/22/44 43.50

$4104.26

ORDER NISI.

ORDERED, This 5th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed February 5" 1945

CERTIFICATE OF PUBLICATION Annapolis, Md., March 9, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8684 Victory Homes Inc., Case L. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945. The first insertion being made the 15th day of February, 1945.

THE CAPITAL -GAZETTE PRESS, INC.

By H White

Filed March 14" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15" 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark

Filed March 15" 1945.

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|---|---|---|
| In the Matter of the Sale of Mortgaged | : | No. 8685 Equity |
| Real Estate of VICTORY HOMES, INC. | : | In the Circuit Court for |
| (Case M - 924 FIRST STREET) | : | Anne Arundel County. |

ORDER TO DOCKET FORECLOSURE SUIT AND ATTORNEY'S EXHIBIT No. 1.

August 9th, 1944.

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage, (Attorney's Exhibit #1).

William F. Podlich

Attorney named in Mortgage.

(MD. STATE STAMPS $6.60) MORTGAGE

THIS MORTGAGE, Made this 29th day of December, A.D. 1943, by and between VICTORY HOMES, INC., a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called the Mortgagor, and AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, six hundred Dollars ($6,600.00), the due execution of this mortgage having been a condition precedent to the granting of said advance,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, Six hundred Dollars ($6,600.00), with interest from date at the rate of four and a half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said mortgagee, in the City of Baltimore, State of Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-six and 70/100 Dollars ($36.70), commencing on the first day of February, 1944, 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 January, 1969.

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, on the first day of any month prior to maturity; PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein being described, said point of beginning being also distant Two hundred and eighty feet, three inches from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north Seventy-eight degrees west One hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley there laid out with the right of user thereof in common with others; thence binding on the east line of said alley north Twelve degrees East Twenty-nine feet; thence south Seventy-eight degrees East One hundred feet, to intersect the said west line of said First Street; thence binding on the west line of said First ----------

Street South Twelve degrees East Twenty-nine feet to the place of beginning, the improvements thereon being known as No. 924 First Street.

BEING a part of the Land and premises described in a deed dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943, from The Penniman and Adkins Holding Company unto said Mortgagor.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever, subject however, to the legal operation and effect of the restrictions, conditions and covenants set out and mentioned in a deed and agreement between Victory Homes, Inc. and The Penniman and Adkins Holding Company, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(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 before 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) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the 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 the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the 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. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 William F. Podlich, 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 Sixty-six Dollars ($66.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness the corporate seal of Victory Homes, Inc., a body corporate, and the signature of Morris L. Woronoff, its President, the day and year first above written.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Irma M. Bienemann By Morris L. Woronoff, President.

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate.

At the same time also personally appeared John L. Fisher, the Vice President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Irma M. Bienemann, Notary Public.

Recorded Dec. 30" 1943, at 10-30 A.M. in Liber J.H.H. No. 296, Folio 373,etc., Mortgage Records

Filed August 10" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, 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 Sixty-six hundred 00/100 Dollars ($6600.00), 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 14th day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings & Loan Association bearing date the 29th day of December, 1943 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 3rd No. 296 Folio 373 and

Case M, 924 First St.,
Brooklyn, A.A.Co.,Md.

William F. Podlich is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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 F. Podlich (SEAL)

In the presence of — (CORPORATE SEAL) — UNITED STATES FIDELITY AND GUARANTY COMPANY

Edward A. O'Mara

M. V. Herbert - Witness as to Surety — By Howard J. McNamara, Attorney-in-fact.

Filed Aug. 17" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. a body corporate. (Case M - 924 First Street)

No. 8685 Equity.
In the Circuit Court for
Anne Arundel County

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan Association, a body corporate, dated the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd, No. 296, Folio ___.

| | |
|---|---|
| Original Loan ---------- | $6600.00 |
| Amount Repaid ---------- | 60.19 |
| Loan Balance ---------- | $6539.81 |
| Interest 6/1 to 9/11/44 ---------- | 82.55 |
| | $6622.36 |
| Less Credit - F.H.A. Insurance --------- | 15.96 |
| | $6606.40 |
| Less Credit - Expense Account ---------- | 31.64 |
| | $6574.76 |

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION
By John L. Fisher, Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 7th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Association, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Edward A. O'Mara,
Notary Public.

Filed Sept. 8" 1944.

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943,and recorded among the Land Records of Anne Arundel County in Liber J.H.H No. 296, folio 373, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September 11, 1944, at __ A.M., at the said mortgaged premises,

offer the property in said mortgage described for sale by public auction and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal Savings and Loan Association, at and for the sum of Four thousand Dollars, it being, at that figure the highest bidder therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hundred Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale.

As in duty bound, etc.

William F. Podlich

Attorney named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara, Notary Public.

ADVERTISEMENT OF SALE.

WILLIAM F. PODLICH, SOLICITOR 206 Baltimore Life Bldg. Baltimore, Md.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY

Known as 924 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage, dated December 29, 1943, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H., 3rd, No. 296, folio 373 from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, the said mortgage being now in default, will sell at public auction on the premises, above described, on MONDAY, SEPTEMBER 11, 1944 at 11:00 o'clock A.M.

All that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING FOR the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein being described, said point of beginning being also distant two hundred and eighty feet, three inches from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy-eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley there laid out with the right

of user thereof in common with others; thence binding on the east line of said alley north twelve degrees east twenty-nine feet; thence south seventy-eight degrees east one hundred feet, to intersect the said west line of said First Street; thence binding on the west line of said First Street south twelve degrees east twenty-nine feet to the place of beginning, the improvements thereon being known as No. 924 First Street.

Together with bathroom accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a TWO-STORY BRICK DWELLING, CONTAINING TWO APARTMENTS. Subject to restrictions of record, which will be announced at the time of sale.

TERMS OF SALE: Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale.

A cash deposit of $300.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest from day of sale.

William F. Podlich,

E. T. Newell & Co., AUCTIONEERS. Attorney Named in Mortgage

ORDER NISI.

Ordered, this 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the Mortgage filed in these proceedings, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed September 18" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944.

We hereby certify, that the annexed Order Nisi - Eq. 8685 Case M. Victory Homes, Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October, 1944. The first insertion being made the 21 day of September, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Oct. 24" 1944

ORDERED BY THE COURT, This 10th day of November, 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.

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.

February 6, 1945. Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc.
in ac. with William F. Podlich, Attorney.

| | | |
|---|---|---|
| To Attorney for Commissions as agreed | $ | $ 60.00 |
| 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: | | |
| Capital-Gazette Press - Advertising Sale Order Nisi on | 38.00 | |
| Capital-Gazette Press - Report of Sale Order Nisi on | 5.00 | |
| Capital-Gazette Press - Auditor's Account | 5.00 | |
| U. S. Fidelity & Guaranty Co. - Bond Premium | 19.80 | |
| E. T. Newell & Co. - Auctioneer | 5.00 | |
| Edward A. O'Mara - Notary Fees | 1.00 | |
| One-half Federal revenue stamps | 2.20 | |
| One-half State revenue stamps | 2.00 | |
| Expense of Rent Collection | 2.05 | 80.05 |
| To Attorney for Benefit Charges, viz: | | |
| Water rent to 9/11/44 | | 23.38 |
| To Aurora Federal Savings & Loan Asso.,Mortgagee- | | |
| this balance on account mortgage claim | | 3905.58 |
| | | $4106.76 |

| | |
|---|---|
| Amount of Mortgage Claim filed | 6574.76 |
| Credit Amount allowed as above | 3905.58 |
| Balance subject to decree in personam | $2669.18 |

| | | | |
|---|---|---|---|
| Cr. Sept. 11, 1944 | Proceeds of Sale (924 First Street) | $4000.00 | |
| | Interest on deferred payment | 27.76 | $4027.76 |
| | Refund 1944 Taxes (adjusted to 9/11/44) | | 33.00 |
| | Rents collected: | | |
| | First Floor to 9/2/44 | 46.00 | 46.00 |
| | Second Floor Vacant | | |
| | | | $4106.76 |

ORDER NISI.

ORDERED, This 6th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of

three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feby. 6" 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., March 9, 1945

We hereby certify, that the annexed Order Nisi - Eq. 8685 Victory Homes, Inc. Case M. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945. The first insertion being made the 15th day of February, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed March 14" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15" 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark.

Filed March 15" 1945.

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| | | |
|---|---|---|
| In the Matter of the Sale of Mortgaged | : | No. 8686 Equity |
| Real Estate of VICTORY HOMES, INC. | : | In the Circuit Court for |
| (Case N - 926 First Street) | : | Anne Arundel County. |

ORDER TO DOCKET FORECLOSURE SUIT AND ATTORNEY'S EXHIBIT No. 1

August 9th, 1944.

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage, (Attorney's Exhibit #1).

William F. Podlich

Attorney named in Mortgage.

(MD. STATE STAMPS $6.30) MORTGAGE

THIS MORTGAGE, Made this 29th day of December, A.D. 1943, by and between Victory Homes, Inc., a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called the Mortgagor, and Aurora Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, three hundred Dollars ($6,300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, three hundred Dollars ($6,300.00), with interest from date at the rate of four and 1/2 per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said Mortgagee in the City of Baltimore, State of Maryland, or at such other place as the holder hereof may

designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of February, 1944, 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 January, 1969.

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, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant two hundred eighty feet three inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy-eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street north twelve degrees east seventeen feet ten inches to the place of beginning; the improvements thereon being known as No. 926 First Street.

BEING a part of the Land and premises described in a deed dated October 29th,

1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943, from The Penniman and Adkins Holding Company unto said Mortgagor.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever, subject, however, to the legal operation and effect of the restrictions, conditions and covenants set out and mentioned in a deed and agreement between Victory Homes, Inc., and The Penniman and Adkins Holding Company, dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(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 before 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) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness,credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the

Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the 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 the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the 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. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 William F. Podlich, 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 Sixty-three Dollars ($63.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of Victory Homes, Inc., a body corporate and the signature of Morris L. Woronoff, its President, the day and year first above written.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Irma M. Bienemann By: Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally

appeared Morris L. Woronoff, President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate.

At the same time also personally appeared John L. Fisher, the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Irma M. Bienemann,

Notary Public.

Recorded Dec. 30" 1943, at 10-30 A.M., in Liber J.H.H. No. 269, folio 377,etc., Mortgage Records

Filed August 10" 1944.

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, 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 Sixty-three hundred 00/100 Dollars ($6300.00), 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 14th day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings & Loan Association bearing date the 29th day of December, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd No. 296 Folio 377 and

Case N, 926 First Street,
Brooklyn, A.A.Co.,Md.

William F. Podlich 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 ABOBE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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 Edward A. O'Mara M. V. Herbert - Witness to Surety

William F. Podlich(SEAL)

(CORPORATE SEAL) UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara, Attorney in fact.

Filed Aug. 17" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. a body corporate. (Case N - 926 First Street)

No. 8686 Equity
In the Circuit Court for
Anne Arundel County.

STATEMENT OF MORTGAGE CLAIM.

STATEMENT of the Mortgage Claim of Aurora Federal Savings and Loan Association, under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan Association, a body corporate, dated the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd., No. 296, folio 377.

| | |
|---|---|
| Original Loan ---------- | $6300.00 |
| Amount Repaid ---------- | 57.46 |
| Loan Balance ---------- | $6242.54 |
| Interest 6/1 to 9/11/44 ---------- | 78.81 |
| | $6321.35 |
| Less Credit - F.H.A. Insurance ------- | 15.24 |
| | $6306.11 |
| Less Credit - Expense Account --------- | 32.38 |
| | $6273.73 |

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION
By John L. Fisher, Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 7th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Association, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara, Notary Public.

Filed Sept. 8" 1944.

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 377, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September 11, 1944, at __ A.M., at the said mortgaged premises, offer the property in said mortgage described for sale by public auction and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal

Savings and Loan Association, at and for the sum of Four thousand Dollars, it being, at that figure the highest bidder therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hundred Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale.

As in duty bound, etc.

William F. Podlich

Attorney named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara, Notary Public.

ADVERTISEMENT OF SALE.

WILLIAM F. PODLICH, SOLICITOR, 206 Baltimore Life Bldg. Baltimore, Md.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY

Known As 926 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage, dated December 29, 1943, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. 3rd., No. 296 folio 377 from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, the said mortgage being now in default, will sell at public auction on the premises above described, on MONDAY, SEPTEMBER 11, 1944 at 11:05 o'clock A.M.

All that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant two hundred eighty feet three inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy-eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seven-

teen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street north twelve degrees east seventeen feet ten inches to the place of beginning; the improvements thereon being known as No. 926 First Street.

Together with bathroom accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a TWO-STORY BRICK DWELLING, CONTAINING TWO APARTMENTS.

Subject to restrictions of record, which will be announced at the time of sale.

TERMS OF SALE: Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale. A cash deposit of $300.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest from day of sale.

William F. Podlich

E. T. NEWELL & CO., AUCTIONEERS. Attorney named in Mortgage

ORDER NISI.

Ordered, this 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the Mortgage filed in these proceedings, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Sept. 18" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944.

We hereby certify, that the annexed Order Nisi - Eq 8686 Case N. Victory Homes Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October,1944. The first insertion being made the 21 day of September, 1944.

THE CAPITAL-GAZETTE PRESS, INC,

By H. White

Filed Oct. 24" 1944.

ORDERED BY THE COURT, This 10th day of November, 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.

Ridgely P. Melvin, C.J.

Filed Nov. 10" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc. (Case N. 926 First Street)

No. 8686 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.

February 6, 1945

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc. in ac. with William F. Podlich, Attorney.

| | | |
|---|---|---|
| To Attorney for Commissions as agreed | $ | $ 60.00 |
| 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: | | |
| Capital-Gazette Press - Advertising Sale Order Nisi on | 43.00 | |
| Capital-Gazette Press - Report of Sale Order Nisi on | 5.00 | |
| Capital-Gazette Press - Auditor's Account | 5.00 | |
| U. S. Fidelity & Guaranty Co. - Bond Premium | 18.90 | |
| E. T. Newell & Co. - Auctioneer | 5.00 | |
| Edward A. O'Mara - Notary Fees | 1.00 | |
| One-half Federal revenue stamps | 2.20 | |
| One-half State revenue stamps | 2.00 | |
| Expense of Rent Collection | 2.05 | 84.15 |
| To Attorney for Benefit Charges, viz: | | |
| Water rent to 9/11/44 | | 13.42 |
| To Attorney for Adjustment, viz: | | |
| House Rent: First Floor - 9/11/44 - 9/12/44 | | 1.45 |
| To Aurora Federal Savings & Loan Asso.,Mortgagee - this balance on account mortgage claim | | 3906.56 |
| | | $4103.33 |

| | |
|---|---|
| Amount of Mortgage Claim filed | 6273.73 |
| Credit Amount allowed as above | 3906.56 |
| Balance subject to decree in personam | $2367.17 |

| | | | |
|---|---|---|---|
| Cr. Sept. 11, 1944 | Proceeds of Sale (926 First Street) | $4000.00 | |
| | Interest on deferred payment | 27.76 | |
| | Refund 1944 Taxes (adjusted to 9/11/44) | 32.07 | |
| | Rents collected: First Floor to 9/12/44 | 43.50 | |
| | Second Floor Vacant | | $4103.33 |

ORDER NISI.

ORDERED, This 6th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feby. 6th, 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., March 9, 1945

We hereby certify, that the annexed Order Nisi - Eq. 8686 Victory Homes Inc., Case N. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945. The first insertion being made the 15th day of February, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed March 14" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15" day of March 15", 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark.

Filed March 15" 1945.

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In the Matter of the Sale of Mortgaged: No. 8687 Equity

Real Estate of VICTORY HOMES, INC. : In the Circuit Court for

(Case O - 928 First Street) : Anne Arundel County.

ORDER TO DOCKET FORECLOSURE SUIT AND ATTORNEY'S EXHIBIT No. 1.

August 9th, 1944.

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage, (Attorney's Exhibit #1).

William F. Podlich

Attorney named in Mortgage.

(MD. STATE STAMPS $6.30) MORTGAGE

THIS MORTGAGE, Made this 29th day of December, A.D. 1943, by and between Victory Homes, Inc., a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called the Mortgagor, and Aurora Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, three hundred Dollars ($6,300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, three hundred Dollars ($6,300.00), with interest from date at the rate of four and 1/2 per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said Mortgagee in the City of Baltimore, State of Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of February, 1943, 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 January, 1969.

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, on the first day of any month prior to maturity; PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant two hundred ninety eight feet one inch southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and

the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street north twelve degrees east seventeen feet ten inches to the place of beginning; the improvements thereon being known as No. 928 First Street.

BEING a part of the land and premises described in a deed dated October 29, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943, from The Penniman and Adkins Holding Company unto said Mortgagor.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever, subject, however, to the legal operation and effect of the restrictions, conditions and covenants set out and mentioned in a deed and agreement between Victory Homes, Inc. and The Penniman and Adkins Holding Company, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(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 before 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 such ground rents, premiums, taxes and special assessments.

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall proper-

ly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the 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 the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the 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. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all

sums secured hereby immediately due and payable.

9. 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 William F. Podlich, 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 Sixty-three Dollars ($63.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of Victory Homes, Inc. a body corporate and the signature of Morris L. Woronoff, its President, the day and year first above written.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Irma M. Bienemann By: Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woroncff, President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate At the same time also personally appeared John L. Fisher, the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Irma M. Bienemann, Notary Public.

Recorded Dec. 30" 1943 at 10-30 A.M. in Liber
J.H.H. No. 296, Folio 385,etc., Mortgage Records.

Filed August 10" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, 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 Sixty-three hundred 00/100 Dollars ($6300.00), 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 14th day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings & Loan Association bearing date the 29th day of December, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd No. 296 Folio 385 and
Case C, 928 First St.,
Brooklyn, A.A.Co., Md.

William F. Podlich is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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 — William F. Podlich (SEAL)

Edward A. O'Mara
M. V. Herbert - Witness to Surety

(CORPORATE SEAL) UNITED STATES FIDELITY AND GUARANTY COMPANY
By Howard J. McNamara, Attorney in fact.

Filed Aug. 17" 1944.

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan Association, a body corporate, dated the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd, No. 296, folio 385.

| | |
|---|---|
| Original Loan ---------- | $6300.00 |
| Amount Repaid ---------- | 57.46 |
| Loan Balance ---------- | $6242.54 |
| Interest 6/1 to 9/11/44 ---------- | 78.81 |
| | $6321.35 |
| Less Credit - F.H. A. Insurance --------- | 15.24 |
| | $6306.11 |
| Less Credit - Expense Account ---------- | 32.38 |
| | $6273.73 |

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By John L. Fisher, Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 7th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Association, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Edward A. O'Mara

Notary Public.

Filed Sept. 8" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case O - 928 First Street)

No. 8687 Equity

In the Circuit Court for Anne Arundel County.

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 385, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September 11, 1944, at __ A.M., at the said mortgaged premises,

offer the property in said mortgage described for sale by public auction and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal Savings and Loan Association, at and for the sum of Four thousand Dollars, it being, at that figure the highest bidder therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hundred Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale.

As in duty bound, etc.

William F. Podlich

Attorney named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara, Notary Public.

ADVERTISEMENT OF SALE.

WILLIAM F. PODLICH, SOLICITOR, 206 Baltimore Life Bldg. Baltimore, Md.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY

Known as 928 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney,under and by virtue of the power and authority contained in a mortgage, dated December 29, 1943, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H., 3rd., No. 296, folio 385 from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, the said mortgage being now in default, will sell at public auction on the premises above described, on MONDAY, SEPTEMBER 11, 1944 at 11:10 o'clock A.M.

All that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant two hundred ninety eight feet one inch southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of fifteen foot

alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street north twelve degrees east seventeen feet ten inches to the place of beginning; the improvements thereon being known as No. 928 First Street.

Together with bathroom accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a TWO-STORY BRICK DWELLING, CONTAINING TWO APARTMENTS. Subject to restrictions of record, which will be announced at the time of sale.

TERMS OF SALE: Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale.

A cash deposit of $300.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest from day of sale.

William F. Podlich

E. T. NEWELL & CO., AUCTIONEERS. Attorney Named in Mortgage

ORDER NISI.

Ordered, this 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the Mortgage filed in these proceedings, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Sept. 18" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944

We hereby certify, that the annexed Order Nisi - Eq. 8687 Case O - Victory Homes Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October, 1944. The first insertion being made the 21 day of September, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Oct. 24" 1944.

ORDERED BY THE COURT, This 10th day of November, 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.

Ridgely P. Melvin, C.J.

Filed Nov. 10" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case C - 928 First Street)

No. 8687 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.

February 6, 1945. Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc.
in ac. with William F. Podlich, Attorney

| | | |
|---|---|---|
| To Attorney for Commissions as agreed | $ | $ 60.00 |
| 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: | | |
| Capital-Gazette Press -Advertising Sale Order Nisi on | 43.00 | |
| Capital-Gazeete Press - Report of Sale Order Nisi on | 5.00 | |
| Capital-Gazette Press - Auditor's Account | 5.00 | |
| U. S. Fidelity & Guaranty Co. - Bond Premium | 18.90 | |
| E. T. Newell & Co. - Auctioneer | 5.00 | |
| Edward A. O'Mara - Notary Fees | 1.00 | |
| One-half Federal revenue stamps | 2.20 | |
| One-half State revenue stamps | 2.00 | 82.10 |
| To Attorney for Benefit Charges, viz: | | |
| Water rent to 9/11/44 | | 21.60 |
| To Aurora Federal Savings & Loan Asso.,Mortgagee - | | |
| this balance on account mortgage claim | | 3858.38 |
| | | $4059.83 |
| Amount of Mortgage Claim filed | 6273.73 | |
| Credit Amount allowed as above | 3858.38 | |
| Balance subject to decree in personam | $2415.35 | |

| | | | |
|---|---|---|---|
| Cr. Sept. 11, 1944 | Proceeds of Sale (928 First Street) | $4000.00 | |
| | Interest on deferred payment | 27.76 | $4027.76 |
| | Refund 1944 Taxes (adjusted to 9/11/44 | | 32.07 |
| | | | $4059.83 |

ORDER NISI.

ORDERED, This 6th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feby. 6" 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., March 9, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8687 Victory Homes Inc. Case O. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945. The first insertion being made the 15th day of February, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed March 14" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15" 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark.

Filed March 15" 1945.

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| | | |
|---|---|---|
| In the Matter of the Sale of MORTGAGED REAL | : | No. 8688 Equity |
| ESTATE OF VICTORY HOMES, INC. | : | In the Circuit Court for |
| (Case P - 930 FIRST STREET) | : | Anne Arundel County. |

ORDER TO DOCKET FORECLOSURE SUIT AND ATTORNEY'S EXHIBIT No. 1

August 9th., 1944.

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage (Attorney's Exhibit #1).

William F. Podlich

Attorney named in Mortgage.

(MD. STATE STAMPS $6.30) MORTGAGE

THIS MORTGAGE, Made this 29th day of December, A.D. 1943, by and between Victory Homes, Inc., a body corporate, duly incorporated under the laws of the State of Maryland, hereinafter called the Mortgagor, and Aurora Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, three hundred Dollars ($6,300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, three hundred Dollars ($6,300.00), with interest from date at the rate of four and 1/2/(4½%) per centum on the unpaid principal until paid, principal and interest being payable at the office of said Mortgagee in the City of Baltimore, State of Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of February, 1944, 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 January, 1969. 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, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant three hundred fifteen feet eleven inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees and west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First

Street; thence binding on the said west line of First Street north twelve degrees east seventeen feet ten inches to the place of beginning; the improvements thereon being known as No. 930 First Street.

BEING a part of the land and premises described in a deed dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943, from The Penniman and Adkins Holding Company unto said Mortgagor.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple forever, subject, however, to the legal operation and effect of the restrictions, conditions and covenants set out and mentioned in a deed and agreement between Victory Homes, Inc. and The Penniman and Adkins Holding Company, dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(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 before 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) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof.

If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the 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 the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the 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. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagee further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare

all sums secured hereby immediately due and payable.

9. 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 William F. Podlich, 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 Sixty-three Dollars ($63.00) 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 ~~XXXXXXXXXX~~ all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of Victory Homes, Inc. a body corporate, and the signature of Morris L. Woronoff, its President, the day and year first above written.

Witness:
Irma M. Bienemann

(CORPORATE SEAL) VICTORY HOMES, INC.

By: Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate

At the same time also personally appeared John L. Fisher, the Vice-President, of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Irma M. Bienemann, Notary Public.

Recorded Dec. 30" 1943 at 10-30 A.M, in Liber
J.H.H. No. 269 96 Folio 389,etc., Mortgage Records.

Filed August 10" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, 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 Sixty-three hundred 00/100 Dollars ($6300.00), 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 14th day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings & Loan Association bearing date the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd No. 296 Folio 389 and

Case P, 930 First St.,
Brooklyn, A.A.Co.,Md.

William F. Podlich is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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 — William F. Podlich (SEAL)

(CORPORATE SEAL) UNITED STATES FIDELITY AND GUARANRY COMPANY

Edward A. O'Mara
M. V. Herbert -Witness to Surety — By Howard J. McNamara, Attorney in fact

Filed Aug. 17" 1944.

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan Association, a body corporate, dated the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd, No. 296, folio 389.

| | |
|---|---|
| Original Loan ---------- | $6300.00 |
| Amount Repaid ---------- | 57.46 |
| Loan Balance ---------- | $6242.54 |
| Interest 6/1 to 9/11/44 ---------- | 78.81 |
| | $6321.35 |
| Less Credit - F.H.A. Insurance -------- | 15.24 |
| | $6306.11 |
| Less Credit - Expense Account --------- | 32.38 |
| | $6273.73 |

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By John L. Fisher, Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 7th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Association, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara, Notary Public.

Filed Sept. 8" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case P - 930 FIRST STREET)

No. 8688 Equity
In the Circuit Court for
Anne Arundel County.

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 389, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September 11, 1944, at __ A.M., at the said mortgaged premises, offer the property in said mortgage described for sale by public auction and the said

William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal Savings and Loan Association, at and for the sum of Four thousand Dollars, it being, at that figure the highest bidder therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hundred Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale.

As in duty bound, etc.

William F. Podlich

Attorney named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara, Notary Public.

ADVERTISEMENT OF SALE.

WILLIAM F. PODLICH, SOLICITOR, 206 Baltimore Life Bldg. Baltimore, Md.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY

Known As 930 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage, dated December 29, 1943, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. 3rd., No. 296, folio 389 from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, the said mortgage being now in default, will sell at public auction on the premises above described, on MONDAY, SEPTEMBER 11, 1944 at 11:15 A.M.

All that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant three hundred fifteen feet eleven inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common

with others; thence binding on the east line of said alley south twelve degrees and west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street north twelve degrees east seventeen feet ten inches to the place of beginning; the improvements thereon being known as No. 930 First Street.

Together with bathroom accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a TWO-STORY BRICK DWELLING, CONTAINING TWO APARTMENTS. Subject to restrictions of record, which will be announced at the time of sale.

TERMS OF SALE: Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale.

A cash deposit of $300.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest from day of sale.

William F. Podlich

E. T. NEWELL & CO., AUCTIONEERS. Attorney Named in Mortgage.

ORDER NISI.

Ordered, this 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the Mortgage filed in these proceedings, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Sept. 18" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944

We hereby certify, that the annexed Order Nisi - Eq. #8688 Case P. Victory Homes, Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October, 1944. The first insertion being made the 21 day of September, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Oct. 24" 1944.

ORDERED BY THE COURT, This 10th day of November, 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.

Ridgely P. Melvin, C.J.

Filed Nov. 10" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case P. - 930 FIRST STREET)

No. 8688 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.

February 6, 1945. Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc.
in ac. with William F. Podlich, Attorney.

| | | |
|---|---|---|
| To Attorney for Commissions as agreed | $ | $ 60.00 |
| 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: | | |
| Capital-Gazette Press - Advertising Sale | 43.00 | |
| Capital-Gazette Press - Order Nisi on Report of Sale | 5.00 | |
| Capital-Gazette Press - Order Nisi on Auditor's Account | 5.00 | |
| U. S. Fidelity & Guaranty Co. - Bond Premium | 18.90 | |
| E. T. Newell & Co. - Auctioneer | 5.00 | |
| Edward A. O'Mara - Notary Fees | 1.00 | |
| One-half Federal revenue stamps | 2.20 | |
| One-half State revenue stamps | 2.00 | 82.10 |
| To Attorney for Benefit Charges, viz: | | |
| Water rent to 9/11/44 | | 24.96 |
| To Aurora Federal Savings & Loan Asso., Mortgagee- | | |
| this balance on account mortgage claim | | 3855.02 |
| | | $4059.83 |
| Amount of Mortgage Claim filed | 6273.73 | |
| Credit Amount allowed as above | 3855.02 | |
| Balance subject to decree in personam | $2418.71 | |

| | | | | |
|---|---|---|---|---|
| Cr. Sept. 11, 1944 | Proceeds of Sale (930 First Street) | $4000.00 | | |
| | Interest on deferred payment | 27.76 | $4027.76 | |
| | Refund 1944 Taxes (adjusted to 9/11/44) | | 32.07 | |
| | | | $4059.83 | |

ORDER NISI.

ORDERED, This 6th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause

to the contrary be shown on or before the 10th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feby. 6" 1945.

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 9", 1945

We hereby certify, that the annexed Order Nisi - Eq. 8688 Victory Homes, Inc. Case P. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945. The first insertion being made the 15th day of February, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed March 14" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15" day of March 15", 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark.

Filed March 15" 1945.

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In the Matter of the Sale of the Mortgaged : No. 8689 Equity

Real Estate of VICTORY HOMES, INC. : In the Circuit Court for

(Case Q - 932 FIRST STREET) : Anne Arundel County.

ORDER TO DOCKET FORECLOSURE SUIT AND ATTORNEY'S EXHIBIT No. 1

August 9th, 1944.

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage, (Attorney's Exhibit #1).

William F. Podlich

Attorney named in Mortgage

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of December, A.D. 1943, by and between Victory Homes, Inc., a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called the Mortgagor, and Aurora Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, three hundred Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, three hundred Dollars ($6,300.00), with interest from date at the rate of four and 1/2 per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said Mortgagee in the City of

Baltimore, State of Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of February, 1944, 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 January, 1969.

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, on the first day of any month prior to maturity; PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant three hundred thirty-three feet nine inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street north twelve degrees east seventeen feet ten inches to the place of beginning; the improvements there-

on being known as No. 932 First St.

BEING a part of the land and premises described in a deed dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943, from The Penniman and Adkins Holding Company unto said Mortgagor.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever, subject, however, to the legal operation and effect of the restrictions, conditions and covenants set out and mentioned in a deed and agreement between Victory Homes, Inc. and The Penniman and Adkins Holding Company, dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(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 before 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) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (A) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the

same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the 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 the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the 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 of grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 William F. Podlich, 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 Sixty-three Dollars ($63.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of Victory Homes, Inc a body corporate and the signature of Morris L. Woronoff, its President, the day and year first above written.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Irma M. Bienemann By: Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, per-

sonally appeared Morris L. Woronoff, President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate

At the same time also personally appeared John L. Fisher, the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Irma M. Bienemann, Notary Public.

Recorded Dec. 30" 1943 at 10-30 A.M. in Liber J.H.H. No. 296, Folio 393,etc., Mortgage Records.

Filed August 10" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, 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 Sixty-three hundred 00/100 Dollars ($6300.00), 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 14th day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings & Loan Association bearing date the 29th day of December, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd No. 296 Folio 393 and

Case Q, 932 First St.,
Brooklyn, A.A.Co.,Md.

William F. Podlich is about to sell the land and premises, described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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 F. Podlich (SEAL)

in the presence of (CORPORATE SEAL) UNITED STATES FIDELITY AND

Edward A. O'Mara GUARANTY COMPANY

M. V. Herbert - Witness to Surety. By Howard J. McNamara, Attorney in fact.

Filed Aug. 17" 1944.

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan Association, a body corporate, dated the 29 th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd, No. 296, folio 393.

| | |
|---|---|
| Original Loan ---------- | $6300.00 |
| Amount Repaid ---------- | 57.46 |
| Loan Balance ---------- | $6242.54 |
| Interest 6/1 to 9/11/44 ---------- | 78.81 |
| | $6321.35 |
| Less Credit - F.H.A. Insurance -------- | 15.24 |
| | $6306.11 |
| Less Credit - Expense Account ---------- | 32.37 |
| | $6273.74 |

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By John L. Fisher, Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 7th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Association, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara

Notary Public.

Filed Sept. 8" 1944.

| | |
|---|---|
| In the Matter of the Sale of the Mortgaged | No. 8689 Equity |
| Real Estate of VICTORY HOMES, INC. | In the Circuit Court for |
| (Case Q - 932 FIRST STREET) | Anne Arundel County. |

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 393, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September, 11, 1944, at __ A.M., at the said mortgaged prem-

ises, offer the property in said mortgage described for sale by public auction and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal Savings and Loan Association, at and for the sum of Four thousand Dollars, it being, at that figure the highest bidder therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hundred Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale.

As in duty bound, etc.

William F. Podlich

Attorney named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara, Notary Public.

WILLIAM F. PODLICH, SOLICITOR, 206 Baltimore Life Bldg. Baltimore, Md.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY

Known As 932 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage, dated December 29, 1943, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H.,3rd., No. 296, folio 393 from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, the said mortgage being now in default, will sell at public auction on the premises above described, on MONDAY, SEPTEMBER 11, 1944 at 11:20 o'clock A.M.

All that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant three hundred thirty-three feet nine inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line

of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously scuth seventy eight degrees east one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street north twelve degrees ------east seventeen feet ten inches to the place of beginning; the improvements thereon being known as No. 932 First Street.

Together with bathroom accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a TWO-STORY BRICK DWELLING, CONTAINING TWO APARTMENTS.

Subject to restrictions of record, which will be announced at the time of sale.

TERMS OF SALE: Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale.

A cash deposit of $300.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest from day of sale.

William F. Podlich

E. T. NEWELL & CO., AUCTIONEERS. Attorney Named in Mortgage

ORDER NISI.

Ordered, this 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the Mortgage filed in these proceedings, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Sept. 18" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944.

We hereby certify, that the annexed Order Nisi - Eq. #8689 Case Q. Victory Homes Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October, 1944. The first insertion being made the 21 day of September, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Oct. 24" 1944.

ORDERED BY THE COURT, This 10th day of November, 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.

Ridgely P. Melvin, C.J.

Filed Nov. 10" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case Q - 932 FIRST STREET)

No. 8689 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.

February 6, 1945. Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc. in ac. with William F. Podlich, Attorney.

| | | |
|---|---|---|
| To Attorney for Commissions as agreed | $ | $ 60.00 |
| 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: | | |
| Capital-Gazette Press - Advertising Sale Order nisi on | 43.00 | |
| Capital-Gazeete Press - Report of Sale Order Nisi on | 5.00 | |
| Capital-Gazette Press - Auditor's Account | 5.00 | |
| U. S. Fidelity & Guaranty Co. - Bond Premium | 18.90 | |
| E. T. Newell & Co. - Auctioneer | 5.00 | |
| Edward A. O'Mara - Notary Fees | 1.00 | |
| One-half Federal revenue stamps | 2.20 | |
| One-half State revenue stamps | 2.00 | |
| Expense of rent collection | 2.05 | 84.15 |
| To Attorney for Benefit Charges, viz: | | |
| Water rent to 9/11/44 | | 14.59 |
| To Aurora Federal Savings & Loan Asso., Mortgagee- | | |
| this balance on account mortgage claim | | 3885.09 |
| | | $4081.58 |
| Amount of Mortgage Claim filed | 6273.74 | |
| Credit Amount allowed as above | 3885.09 | |
| Balance subject to decree in personam | $2388.65 | |

| | | | |
|---|---|---|---|
| Cr. Sept. 11, 1944 | Proceeds of Sale (932 First Street) | $4000.00 | |
| | Interest on deferred payment | 27.76 | $4027.76 |
| | Refund 1944 Taxes (adjusted to 9/11/44) | | 32.07 |
| | Rents collected: | | |
| | First Floor to 8/30/44 | | 21.75 |
| | | | $4081.58 |

ORDER NISI.

ORDERED, This 6th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feby. 6" 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., March 9, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8689 Victory Homes Inc. Case Q was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945. The first insertion being made the 15th day of February, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed March 14" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15" 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark

Filed March 15" 1945.

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|---|---|---|
| In the Matter of the Sale of Mortgag- | : | No. 8690 Equity |
| ed Real Estate of VICTORY HOMES, INC. | : | In the Circuit Court for |
| (Case R - 934 FIRST STREET) | : | Anne Arundel County. |

ORDER TO DOCKET FORECLOSURE SUIT AND ATTORNEY'S EXHIBIT No. 1

August 9th, 1944.

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage, (Attorney's Exhibit #1).

William F. Podlich

Attorney named in Mortgage.

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of December, A.D. 1943, by and between Victory Homes, Inc., a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called the Mortgagor, and Aurora Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, three hundred Dollars ($6,300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, three hundred Dollars ($6,300.00), with interest from date at the rate of four and 1/2 per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said Mortgagee in the City of Baltimore, State of Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of February, 1944, 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 January, 1969.

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, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant three hundred fifty one feet seven inches southerly measured along the west line of First Street from the south line of Townsend Avenue, as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees, west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred feet one and five eighths inches binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said wall extended easterly to intersect the

said west line of First Street; thence binding on the said west line of First Street northerly on a curve to the right with a radius of eight hundred and nineteen feet for a distance of fifteen feet five and one eighth inches; and north twelve degrees no minutes no seconds east two feet five inches to the place of beginning; the improvements thereon being known as No. 934 First Street.

BEING a part of the land and premises described in a deed dated October 29, 1943, and recorded among the Land Records of Anne Arundel County on Dec. 8, 1943, from The Penniman and Adkins Holding Company unto said Mortgagor

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever, subject, however, to the legal operation and effect of the restrictions, conditions and covenants set out and mentioned in a deed and agreement between Victory Homes, Inc. and The Penniman and Adkins Holding Company, dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance pre-

miums, 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 Commissioner.

(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 before 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) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the 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 the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the 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. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from

the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 William F. Podlich, 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 Sixty-three Dollars ($6300.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural

the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of Victory Homes, Inc. a body corporate, and the signature of Morris L. Woronoff, its President, the day and year first above written.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Irma M. Bienemann By: Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate.

At the same time also personally appeared John L. Fisher, the Vice-President, of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Irma M. Bienemann

Notary Public.

Recorded Dec. 30, 1943 at 10-30 A.M., in Liber
J.H.H. No. 296, Folio 397, etc., Mortgage Records

Filed August 10" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, 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 Sixty-three hundred 00/100 Dollars ($6300.00), 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 14th day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings & Loan Association bearing date the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd No. 296 Folio 397 and

Case R, 934 First St.,
Brocklyn, A.A.Co.,Md.

William F. Podlich is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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 F. Podlich (SEAL)

in the presence of — (CORPORATE SEAL) — UNITED STATES FIDELITY AND GUARANTY COMPANY

Edward A. C'Mara

M. V. Herbert - Witness to Surety — By Howard J. McNamara

Filed Aug. 17" 1944.

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan Association, a body corporate, dated the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd., No. 296, folio 397.

| | |
|---|---|
| Original Loan ---------- | $6300.00 |
| Amount Repaid ---------- | 57.46 |
| Loan Balance ---------- | $6242.54 |
| Interest 6/1 to 9/11/44 ---------- | 78.81 |
| | $6321.35 |
| Less Credit - F.H.A. Insurance ------- | 15.24 |
| | $6306.11 |
| Less Credit - Expense Acccunt -------- | 32.38 |
| | $6273.73 |

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By John L. Fisher, Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 7th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Association, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) — Edward A. O'Mara, Notary Public.

Filed Sept. 8" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case R - 934 FIRST STREET) — No. 8690 Equity In the Circuit Court for Anne Arundel County.

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 397, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September 11, 1944, at __ A.M., at the said mortgaged premises, offer the property in said mortgage described for sale by public auction and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal Savings and Loan Association, at and for the sum of Four thousand Dollars, it being, at that figure the highest bidder therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hundred Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale.

As in duty bound, etc.

William F. Podlich

Attorney named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara, Notary Public.

WILLIAM F. PODLICH, SOLICITOR 206 Baltimore Life Bldg. Baltimore, Md.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY

Known as 934 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage, dated December 29, 1943, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H., 3rd. No. 296, folio 397 from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, the said mortgage being now in default, will sell at public auction on the premises above described, on MONDAY, SEPTEMBER 11, 1944 at 11:25 o'clock A.M.

All that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street

as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant three hundred fifty one feet seven inches southerly measured along the west line of First Street from the south line of Townsend Avenue, as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees, west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred feet one and five eights inches binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street northerly on a curve to the right with a radius of eight hundred and nineteen feet for a distance of fifteen feet five and one eighth inches; and north twelve degrees no minutes no seconds east two feet five inches to the place of beginning; the improvements thereon being known as No. 934 First Street.

Together with bathroom accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a TWO-STORY BRICK DWELLING, CONTAINING TWO APARTMENTS. Subject to restrictions of record, which will be announced at the time of sale.

TERMS OF SALE: Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale.

A cash deposit of $300.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest from day of sale.

William F. Podlich

E. T. NEWELL & CO., AUCTIONEERS. Attorney named in Mortgage.

ORDER NISI.

Ordered, this 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the Mortgage filed in these proceedings, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Sept. 18" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944

We hereby certify, that the annexed Order Nisi - Eq. 8690 Case R. Victory Homes, Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October, 1944. The first insertion being made the 21 day of September, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Oct. 24" 1944.

ORDERED BY THE COURT, This 10th day of November, 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.

Ridgely P. Melvin, C.J.

Filed Nov. 10" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. Case R - 934 FIRST STREET)

No. 8690 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.

February 6, 1945.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc.
in ac. with William F. Podlich, Attorney.

| | | |
|---|---|---|
| To Attorney for Commissions as agreed | $ | $ 60.00 |
| To Attorney for Court costs, viz: | | |
| Plaintiff's Attorney's Appearance Fee | 10.00 | |
| Clerk of Court - Costs | 18.75 | |
| Auditor | 9.00 | 37.75 |
| To Attorney for Expenses, viz: | | |
| Capital-Gazette Press - Advertising Sale | 45.00 | |
| Capital-Gazette Press - Order Nisi on Report of Sale | 5.00 | |
| Capital-Gazette Press - Order Nisi on Auditor's Account | 5.00 | |
| U. S. Fidelity & Guaranty Co.- Bond Premium | 18.90 | |
| E. T. Newell & Co. - Auctioneer | 5.00 | |
| Edward A. O'Mara - Notary Fees | 1.00 | |
| One-half Federal revenue stamps | 2.20 | |
| One-half State revenue stamps | 2.00 | 84.10 |
| To Attorney for Benefit Charges, viz: | | |
| Water rent to 9/11/44 | | 34.54 |
| To Aurora Federal Savings & Loan Asso.,Mortgagee- | | |
| this balance on account mortgage claim | | 3843.44 |
| | | $4059.83 |

| | |
|---|---|
| Amount of Mortgage Claim filed | $6273.73 |
| Credit Amount allowed as above | 3843.44 |
| Balance subject to decree in personam | $2430.29 |

| | | | |
|---|---|---|---|
| Cr. Sept. 11, 1944 | Proceeds of Sale (934 First Street) | $4000.00 | |
| | Interest on deferred payment | 27.76 | $4027.76 |
| | Refund 1944 Taxes (adjusted to 9/11/44 | | 32.07 |
| | | | $4059.83 |

ORDER NISI.

ORDERED, This 6th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feby. 6th. 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., March 9, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8690 Victory Homes, Inc. Case R. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945. The first insertion being made the 15th day of February, 1945.

The Capital-Gazette Press, Inc.

By H. White.

Filed March 14" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15" 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark.

Filed March 15" 1945.

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| | | |
|---|---|---|
| In the Matter of the Sale of MORTGAGED | : | No. 8691 Equity |
| REAL ESTATE of VICTORY HOMES, INC. | : | In the Circuit Court for |
| (Case S - 936 FIRST STREET) | : | Anne Arundel County. |

ORDER TO DOCKET FORECLOSURE SUIT AND ATTORNEY'S EXHIBIT No. 1

August 9th, 1944.

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage, (Attorney's Exhibit #1).

William F. Podlich

Attorney named in Mortgage.

(MD. STATE STAMPS $6.30) MORTGAGE

THIS MORTGAGE, made this 29th day of December, A.D. 1943, by and between Victory Homes, Inc. a body corporate, duly incorporated under the Laws of the State of Maryland. hereinafter called the Mortgagor, and Aurora Federal Savings and Loan Association a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, three hundred Dollars ($6,300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, three hundred Dollars ($6,300.00), with interest from date at the rate of four and 1/2 per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said Mortgagee in the City of Baltimore, State of Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of February, 1944, 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 January, 1969.

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, on the first day of any month prior to maturity; PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant three hundred sixty nine feet five and one eighth inches southerly measured along the west line of First Street from the south line of Townsend Avenue as

now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet one and five eighths inches binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continously south seventy eight degrees east one hundred one feet six and one half inches binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the ---------- said west line of First Street; thence binding on the said west line of First Street northerly on a curve to the right with a radius of eight hundred nineteen feet for a distance of seventeen feet ten and five eighths inches to the place of beginning; the improvements thereon being known as No. 936 First Street.

Being a part of the land and premises described in a deed dated October 29th, 1943, ad recorded among the Land Records of Anne Arundel County on December 8th, 1943, from The Penniman and Adkins Holding Company unto said Mortgagor.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever, subject, however, to the legal operation and effect of the restrictions, conditions and covenants set out and mentioned in a deed and agreement between Victory Homes, Inc. and The Penniman and Adkins Holding Company, dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid,

the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(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 before 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) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of

the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness,credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the 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 the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the 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. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether

or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 William F. Podlich, 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 Sixty-three Dollars ($63.00) 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) xxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses,

costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of Victory Homes, Inc. a body corporate and the signature of Morris L. Woronoff, its President, the day and year first above written.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Irma M. Bienemann By: Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate.

At the same time also personally appeared John L. Fisher, the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Irma M. Bienemann, Notary Public.

Recorded Dec. 30" 1943, at 10-30 A.M., in Liber J.H.H. No. 296, Folio 401,etc., Mortgage Records

Filed August 10" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, 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 Sixty-three hundred 00/100 Dollars ($6300.00), 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 14th day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings & Loan Association bearing date the 29th day of December, 1943 and recorded among the Land Records of Anne

Arundel County in Liber J.H.H. 3rd No. 296 Folio 401 and

Case S, 936 First St.,
Brooklyn, A.A.Co.,Md.

William F. Podlich is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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 F. Podlich (SEAL)

in the presence of — (CORPORATE SEAL) — UNITED STATES FIDELITY AND GUARANTY COMPANY

Edward A. O'Mara

M. V. Herbert - Witness to Surety — By: Howard J. McNamara, Attorney in fact.

Filed Aug. 17" 1944

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan Association, a body corporate, dated the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd., No. 296, folio 401.

| | |
|---|---|
| Original Loan ---------- | $6300.00 |
| Amount Repaid ---------- | 57.46 |
| Loan Balance ---------- | $6242.54 |
| Interest 6/1 to 9/11/44 ---------- | 78.81 |
| | $6321.35 |
| Less Credit -F.H.A. Insurance --------- | 15.24 |
| | $6306.11 |
| Less Credit - Expense Acct. ---------- | 32.38 |
| | $6273.73 |

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By John L. Fisher, Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 7th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Association, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) — Edward A. O'Mara, Notary Public.

Filed Sept. 8" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case S - 936 FIRST STREET)

No. 8691 Equity
In the Circuit Court for
Anne Arundel County.

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 401, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September 11, 1944, at __ A.M., at the said mortgaged premises, offer the property in said mortgage described for sale by public auction and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal Savings and Loan Association, at and for the sum of Four thousand Dollars, it being, at that figure the highest bidder therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hundred Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whole military status could or might affect the right of said attorney to make said sale.

As in duty bound, etc.

William F. Podlich
Attorney named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara, Notary Public.

ADVERTISEMENT OF SALE.

WILLIAM F. PODLICH, SOLICITOR 206 Baltimore Life Bldg. Baltimore, Md.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY Known As 936 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney, under and by virtue of the power and authority contained

in a mortgage, dated December 29, 1943, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H., 3rd. No. 296, folio 401 from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, the said mortgage being now in default, will sell at public auction on the premises above described, on MONDAY, SEPTEMBER 11, 1944 at 11:30 o'clock A.M.

All that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant three hundred sixty nine feet five and one eighth inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred feet one and five eights inches binding on the centerline of said party wall so extended, the centerline of said wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred one feet six and one half inches binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street northerly on a curve to the right with a radius of eight hundred nineteen feet for a distance of seventeen feet ten and five eights inches to the place of beginning; the improvements thereon being known as No. 936 First Street.

Together with bathroom accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a TWO-STORY BRICK DWELLING, CONTAINING TWO APARTMENTS.

Subject to restrictions of record, which will be announced at the time of sale.

Terms of Sale: Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale.

A cash deposit of $300.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest from day of sale.

William F. Podlich

E. T. NEWELL & CO., AUCTIONEERS. Attorney Named in Mortgage.

ORDER NISI.

Ordered, this 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the Mortgage filed in these proceedings BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Sept. 18th 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944

We hereby certify, that the annexed Order Nisi - Eq. 8691 Case S. Victory Homes Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October, 1944. The first insertion being made the 21 day of September, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Oct. 24" 1944.

ORDERED BY THE COURT, This 10th day of November, 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.

Ridgely P. Melvin, C.J.

Filed Nov. 10" 1944

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case S. - 936 FIRST STREET)

No. 8691 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.

February 6, 1945. Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc. in ac. with William F. Podlich, Attorney.

| | | |
|---|---|---|
| To Attorney for Commissions as agreed | $ | $ 60.00 |
| 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: | | |
| Capital-Gazette Press, Advertising Sale Order Nisi on | 44.00 | |
| Capital-Gazette Press - Report of Sale Order Nisi on | 5.00 | |
| Capital-Gazette Press - Auditor's Account | 5.00 | |
| U. S. Fidelity & Guaranty Co. - Bond Premium | 18.90 | |
| E. T. Newell & Co. - Auctioneer | 5.00 | |
| Edward A. O'Mara - Notary Fees | 1.00 | |
| One-half Federal revenue stamps | 2.20 | |
| One-half State revenue stamps | 2.00 | |
| Expense of Rent Collection | 2.05 | 85.15 |

To Attorney for Benefit Charges, viz:

| | | |
|---|---|---|
| Water rent to 9/11/44 | $ | $ 11.13 |
| To Aurora Federal Savings & Loan Asso.,Mortgagee- | | |
| this balance on account mortgage claim | | 3887.55 |
| | | $4081.58 |

| | |
|---|---|
| Amount of Mortgage Claim filed | 6273.73 |
| Credit amount allowed as above | 3887.55 |
| Balance subject to decree in personam | $2386.18 |

| | | | |
|---|---|---|---|
| Cr. Sept. 11,1944 | Proceeds of Sale (936 First Street) | $4000.00 | |
| | Interest on deferred payment | 27.76 | $4027.76 |
| | Refund 1944 Taxes (adjusted to 9/11/44) | | 32.07 |
| | Rents collected: | | |
| | First Floor to 9/11/44 | 21.75 | |
| | | | $4081.58 |

ORDER NISI.

ORDERED, This 6th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 10th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feby. 6" 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., March 9, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8691 Victory Homes Inc., Case S. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945. The first insertion being made the 15th day of February, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed March 14" 1945.

In the Circuit Court for Anne Arundel County.

ORDERED BY THE COURT, this 15" 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark.

Filed March 15" 1945.

In the Matter of the Sale of Mortgaged : No. 8692 Equity
Real Estate of VICTORY HOMES, INC. : In the Circuit Court for
(Case T - 938 FIRST STREET) : Anne Arundel County

ORDER TO DOCKET FORECLOSURE SUIT AND ATTORNEY'S EXHIBIT No. 1

August 9th, 1944.

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage, (Attorney's Exhibit #1).

William F. Podlich
Attorney named in Mortgage.

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of December, A.D. 1943, by and between Victory Homes, Inc., a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called the Mortgagor, and Aurora Federal Savings and Loan Association, a corporation organized and existing under the laws of United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, three hundred Dollars ($6,300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, three hundred Dollars ($6,300.00), with interest from date at the rate of four and 1/2 per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said Mortgagee in the City of Baltimore, State of Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of February, 1943, 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 January, 1969. 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, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant three hundred eighty seven feet three and three quarters inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred one feet six and one half inches binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley South twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred two feet eleven and one eighth inches, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street northerly on a curve to the right with a radius of eight hundred nineteen feet for a distance of seventeen feet ten and five eighths inches to the place of beginning; the improvements thereon being known as No. 938 First Street.

BEING a part of the Land and premises described in a deed dated October 29, 1943, and recorded among the Land Records of Anne Arundel County on December 8, 1943, from The Penniman and Adkins Holding Company unto said Mortgagor.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever, subject, however to the legal operation and effect of the restrictions ,conditions and covenants set out and mentioned in a deed and agreement between Victory Homes, Inc., and The Penniman and Adkins Holding Company, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above

provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(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 before 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) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor, shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the 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 the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the

insurance proceeds, or any part thereof, may be applied by the 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. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 William F. Podlich, 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 Sixty three Dollars ($63.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be

paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of Victory Homes, Inc., a body corporate and the signature of Morris L. Woronoff, its President, the day and year above written.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Irma M. Bienemann By: Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate.

At the same time also personally appeared John L. Fisher, the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL)

Irma M. Bienemann
Notary Public.

Recorded Dec. 30" 1943, at 10-30 A.M., in Liber
J.H.H. No. 296, Folio 421,etc., Mortgage Records

Filed August 10" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, 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 Sixty-three hundred 00/100 Dollars ($6300.00), 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 14th day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings & Loan Association bearing date the 29th day of December, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd No. 296 Folio 421 and

Case T, 938 First St.,
Brooklyn, A.A.Co.,Md.

William F. Podlich is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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 F. Podlich (SEAL)

in the presence of — (CORPORATE SEAL) — UNITED STATES FIDELITY AND GUARANTY COMPANY

Edward A. O'Mara

M. V. Herbert - Witness to Surety — By Howard J. McNamara, Attorney in fact.

Filed Aug. 17" 1944.

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan Association, a body corporate, dated the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd, No. 296, folio 421.

| | |
|---|---|
| Original Loan | $6300.00 |
| Amount Repaid | 57.46 |
| Loan Balance | $6242.54 |
| Interest 6/1 to 9/11/44 | 78.81 |
| | $6321.35 |
| Less Credit - F.H.A. Insurance | 15.24 |
| | $6306.11 |
| Less Credit - Expense Acct. | 32.38 |
| | $6273.73 |

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION
By John L. Fisher, Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 7th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Association, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara, Notary Public.

Filed Sept. 8" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc. Case T - 938 First Street)

No. 8692 Equity
In the Circuit Court for
Anne Arundel County.

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 421, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September 11, 1944, at __ A.M., at the said mortgaged premises, offer the property in said mortgage described for sale by public auction and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal Savings and Loan Association, at and for the sum of Four thousand Dollars, it being, at that figure the highest bidder therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hundred Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale

As in duty bound, etc.

William F. Podlich
Attorney named in mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the sub-

scriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara, Notary Public

ADVERTISEMENT OF SALE.

WILLIAM F. PODLICH, SOLICITOR 206 Baltimore Life Bldg. Baltimore, Md.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY Known As 938 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage, dated December 29, 1943, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. 3rd., No. 296, folio 421, from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, the said mortgage being now in default, will sell at public auction on the premises above described, on MONDAY, SEPTEMBER 11, 1944 at 11:35 o'clock A.M.

All that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described said point of beginning being also distant three hundred eighty seven feet three and three quarters inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred one feet six and one half inches binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred two feet eleven and one eighth inches, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street northerly on a curve to the right with a radius of eight hundred nineteen feet for a distance of seventeen feet five eights inches to the place of beginning; the improvements thereon being known as No. 938 First Street.

Together with bathroom accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a TWO-STORY BRICK DWELLING, CONTAINING TWO APARTMENTS. Subject to restrictions of record, which will be announced at the time of sale.

TERMS OF SALE: Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale.

A cash deposit of $300.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest from day of sale.

William F. Podlich

E. T. NEWELL & CO., AUCTIONEERS. Attorney Named in Mortgage.

ORDER NISI.

Ordered, this 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the Mortgage filed in these proceedings, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Sept. 18" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944

We hereby certify, that the annexed Order Nisi - Eq. 8692 Case T. Victory Homes Inc., was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October, 1944, The first insertion being made the 21 day of September, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Oct. 24" 1944.

ORDERED BY THE COURT, This 10th day of November, 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.

Ridgely P. Melvin, C.J.

Filed Nov. 10" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case T. - 938 First Street)

No. 8692 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.

February 6, 1945. Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc.
in ac. with William F. Podlich, Attorney.

| | | |
|---|---|---|
| To Attorney for Commissions as agreed | $ | $ 60.00 |

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:

| | | |
|---|---|---|
| Capital-Gazette Press - Advertising Sale Order nisi on | 46.00 | |
| Capital-Gazette Press - Report of Sale Order Nisi on | 5.00 | |
| Capital-Gazette Press - Auditor's Account | 5.00 | |
| U. S. Fidelity & Guaranty Co. - Bond Premium | 18.90 | |
| E. T. Newell & Co. - Auctioneer | 5.00 | |
| Edward A. O'Mara - Notary Fees | 1.00 | |
| One-half Federal revenue stamps | 2.20 | |
| One-half State revenue stamps | 2.00 | 85.10 |

To Attorney for Benefit Charges, viz:

| | | |
|---|---|---|
| Water rent to 9/11/44 | | 18.82 |

To Aurora Federal Savings & Loan Asso.,Mortgagee-

| | | |
|---|---|---|
| this balance on account mortgage claim | | 3858.16 |
| | | $4059.83 |

| | |
|---|---|
| Amount of Mortgage Claim filed | 6273.73 |
| Credit Amount allowed as above | 3858.16 |
| Balance subject to decree in personam | 2415.57 |

| | | | |
|---|---|---|---|
| Cr. Sept. 11, 1944 | Proceeds of Sale (938 First Street) | $4000.00 | |
| | Interest on deferred payment | 27.76 | $4027.76 |
| | Refund 1944 Taxes (adjusted to 9/11/44 | | 32.07 |
| | | | $4059.83 |

ORDER NISI.

ORDERED, This 6th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 10th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feby. 6" 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., March 9, 1945

We hereby certify, that the annexed Order Nisi - Eq. 8692 Victory Homes, Inc.,Case T. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945. The first insertion being made the 15th day of February, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed March 14" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15" 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark

Filed March 15" 1945.

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| | | |
|---|---|---|
| In the Matter of the Sale of Mortgaged | : | No. 8693 Equity |
| Real Estate of VICTORY HOMES, INC. | : | In the Circuit Court for |
| (Case U - 940 FIRST STREET) | : | Anne Arundel County. |

ORDER TO DOCKET FORECLOSURE SUIT AND ATTORNEY'S EXHIBIT No. 1

August 9th, 1944.

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage, (Attorney's Exhibit #1).

William F. Podlich

Attorney named in Mortgage.

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of December, A.D. 1943, by and between Victory Homes, Inc., a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called the Mortgagor, and Aurora Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, three hundred Dollars ($6,300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, three hundred Dollars ($6,300.00), with interest from date at the rate of four and 1/2 per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said Mortgagee, in the City of Baltimore, State of Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of February, 1944, 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 January, 1969.

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, on the first day of any month prior to maturity; PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured

under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant four hundred five feet two and three eighths inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred two feet eleven and one eighth inches, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred four feet four inches binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street northerly on a curve to the right with a radius of eight hundred nineteen feet for a distance of seventeen feet ten and three quarter inches to the place of beginning; the improvements thereon being known as No. 940 First Street.

BEING a part of the Land and premises described in a deed dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943, from The Penniman and Adkins Holding Company unto said Mortgagor.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever, subject, however, to the legal operation and effect of the restrictions, conditions and covenants set out and

mentioned in a deed and agreement between Victory Homes, Inc. and The Penniman and Adkins Holding Company, dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(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 before 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) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Commissioners; (II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense invclved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the 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 the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the 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. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 William F. Podlich, 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 Sixty-three Dollars ($63.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of Victory Homes, Inc., a body corporate, and the signature of Morris L. Woronoff, its President, the day and year first above written.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Irma M. Bienemann By: Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate.

At the same time also personally appeared John L. Fisher, the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Irma M Bienemann, Notary Public.

Recorded Dec. 30" 1943, at 10-30 A.M., in Liber J.H.H. No. 296, Folio 405,etc., Mortgage Records.

Filed August 10" 1944

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, 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 Six Thousand, Three Hundred, and 000/100 Dollars ($6300.00), 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 14th, day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings & Loan Association bearing date the 29th day of December, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd. No. 296 Folio 405 and

Case U 940 First St.
Brooklyn, Anne Arundel County Md.

William F. Podlich is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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 Edward A. O'Mara M. V. Herbert - Witness to surety.

William F. Podlich (SEAL)

(CORPORATE SEAL) UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara, Attorney in fact.

Filed Aug. 17" 1944.

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan Association, a body corporate, dated the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd., No. 296, folio 405.

| | |
|---|---|
| Original Loan ---------- | $6300.00 |
| Amount Repaid ---------- | 57.46 |
| Loan Balance ---------- | $6242.54 |
| Interest 6/1 to 9/11/44 ---------- | 78.81 |
| | $6321.35 |
| Less Credit - F.H.A. Insurance ------- | 15.24 |
| | $6306.11 |
| Less Credit - Expense Acct. ---------- | 32.37 |
| | $6273.74 |

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By John L. Fisher, Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, THAT on this 7th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Association, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara, Notary Public.

Filed Sept. 8" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case U - 940 FIRST STREET)

No. 8693 Equity

In the Circuit Court for Anne Arundel County.

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 405, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September 11, 1944, at __ A.M., at the said mortgaged premises, offer the property in said mortgage described for sale by public auction and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal Savings and Loan Association, at and for the sum of Four thousand Dollars, it being, at that figure the highest bidder therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hundred Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale.

As in duty bound, etc.

William F. Podlich

Attorney named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara, Notary Public.

WILLIAM F. PODLICH, SOLICITOR, 206 Baltimore Life Bldg. Baltimore, Md.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY Known as 940 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage, dated December 29, 1943, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H., 3rd. No. 296, folio 405, from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, the said mortgage being now in default, will sell at public auction on the premises above described, on MONDAY, SEPTEMBER 11, 1944 at 11:40 o'clock A.M.

All that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant four hundred five feet two and three eights inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred two feet eleven and one eighth inches, binding on the centerline of said wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred four feet four inches binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street northerly on a curve to the right with a radius of eight hundred nineteen feet for a distance of seventeen feet ten and three quarter inches to the place of beginning; the improvements thereon being known as No. 940 First Street.

Together with bathroom accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a TWO-STORY BRICK DWELLING, CONTAINING TWO APARTMENTS. Subject to restrictions of record, which will be announced at the time of sale.

TERMS OF SALE: Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale.

A cash deposit of $300.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest from day of sale.

William F. Podlich

E. T. NEWELL & CO., AUCTIONEERS. Attorney Named in Mortgage

ORDER NISI.

Ordered, this 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the Mortgage filed in these proceedings, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed September 18" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944

We hereby certify, that the annexed Order Nisi - Eq. 8693 Case U. Victory Homes, Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October, 1944. The first insertion being made the 21 day of September, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Oct. 24" 1944.

ORDERED BY THE COURT, This 10th day of November, 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.

Ridgely P. Melvin, C. J.

Filed Nov. 10" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc. (Case U. 940 First Street)

No. 8693 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.

February 6" 1945. Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc.

in ac. with William F. Podlich, Attorney.

| | | |
|---|---|---|
| To Attorney for Commissions as agreed | $ | $ 60.00 |

| | | | |
|---|---|---|---|
| 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: | | | |
| Capital-Gazette Press - Advertising Sale | 46.00 | | |
| Capital-Gazette Press - Order Nisi on Report of Sale | 5.00 | | |
| Capital-Gazette Press - Order Nisi on Auditor's Account | 5.00 | | |
| U. S. Fidelity & Guaranty Co. - Bond Premium | 18.90 | | |
| E. T. Newell & Co. - Auctioneer | 5.00 | | |
| Edward A. O'Mara - Notary Fees | 1.00 | | |
| One-half Federal revenue stamps | 2.20 | | |
| One-half State revenue stamps | 2.00 | | 85.10 |
| To Attorney for Benefit Charges, viz: | | | |
| Water rent to 9/11/44 | | | 11.45 |
| To Aurora Federal Savings & Loan Asso.,Mortgagee- | | | |
| this balance on account mortgage claim | | | 3865.53 |
| | | | $4059.83 |

| | | | |
|---|---|---|---|
| Amount of Mortgage Claim filed | 6273.74 | | |
| Credit Amount allowed as above | 3865.53 | | |
| Balance subject to decree in personam | 2408.21 | | |
| Cr. Sept. 11, 1944 Proceeds of Sale (940 First Street) | | $4000.00 | |
| Interest on deferred payment | | 27.76 | $4027.76 |
| Refund 1944 Taxes (adjusted to 9/11/44) | | | 32.07 |
| | | | $4059.83 |

ORDER NISI.

ORDERED, This 6th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feby. 6" 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., March 9, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8693 Victory Homes Inc. Case U. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945. The first insertion being made the 15th day of February, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed March 14" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15" 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark.

Filed March 15" 1945.

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| | | |
|---|---|---|
| In the Matter of the Sale of Mortgaged | : | No. 8694 Equity |
| Real Estate of VICTORY HOMES, INC. | : | In the Circuit Court for |
| (Case V - 942 FIRST STREET) | : | Anne Arundel County. |

ORDER TO DOCKET FORECLOSURE SUIT AND ATTORNEY'S EXHIBIT No. 1

August 9th, 1944.

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage, (Attorney's Exhibit #1).

William F. Podlich

Attorney named in Mortgage.

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of December, A.D. 1943, by and between VICTORY HOMES, INC., a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called the Mortgagor, and AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, three hundred Dollars ($6,300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, three hundred Dollars ($6,300.00), with interest from date at the rate of four and a half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said Mortgagee, in the City of Baltimore, State of Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of February, 1944, 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 January, 1969.

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, on the first day of any month prior to maturity; PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of

same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant Four hundred and twenty-three feet, One and one-eighth inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously North Seventy-eight degrees west One hundred and four feet, four inches, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley South Twelve degrees west Seventeen feet, ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously South Seventy-eight degrees East One hundred and five feet, Eight and five-eighth inches binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street northerly on a curve to the right with a radius of Eight hundred and Nineteen feet for a distance of Seventeen feet Ten and three-quarters inches to the place of beginning; the improvements thereon being known as No. 942 First Street.

BEING a part of the Land and premises described in a deed dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943, from The Penniman and Adkins Holding Company unto said Mortgagor.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple forever, subject, however, to the legal operation and effect of the restrictions, conditions and covenants set out and mentioned in a deed and agreement between Victory Homes, Inc. and The Penniman and Ad-

kins Holding Company, dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943,

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(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 before 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) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) Cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee;and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in

such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the 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 the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the 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. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 William F. Podlich, 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 Sixty-three Dollars ($63.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of Victory Homes, Inc., a body corporate and the signature of Morris L. Woronoff, its President, the day and year first above written.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Irma M. Bienemann By: Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, President of VICTORY HOMES, INC. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate.

At the same time also personally appeared John L. Fisher, the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the

day and year aforesaid.

(NOTARIAL SEAL) Irma M. Bienemann, Notary Public.

Recorded Dec. 30, 1943 at 10-30 A.M., in Liber J.H.H. No. 296, Folio 409,etc. Mortgage Records.

Filed August 10" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, 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 Six Thousand, Three Hundred and 00/100 Dollars ($6300.00), 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 14th day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings & Loan Association bearing date the 29th, day of December, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd. No. 296 Folio 409 and

Case V 942 First St.

Brooklyn, Anne Arundel County Md.

William F. Podlich is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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 F. Podlich (SEAL)

in the presence of (CORPORATE SEAL) UNITED STATES FIDELITY AND

Edward A. O'Mara GUARANTY COMPANY

M. V. Herbert -Witness to surety. By Howard J. McNamara, Attorney in fact.

Filed Aug. 17" 1944.

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan Association, a body corporate, dated the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd, No. 296, folio 409.

| | |
|---|---|
| Original Loan ---------- | $6300.00 |
| Amount Repaid ---------- | 57.46 |
| Loan Balance ---------- | $6242.54 |
| Interest 6/1 to 9/1/44 ---------- | 78.81 |
| | $6321.35 |
| Less Credit - F.H.A. Insurance ---------- | 15.24 |
| | $6306.11 |
| Less Credit - Expense Acct. ---------- | 32.38 |
| | $6273.73 |

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By John L. Fisher, Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 7th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Association, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara, Notary Public.

Filed Sept. 8" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case V - 942 FIRST STREET)

No. 8694 Equity
In the Circuit Court for
Anne Arundel County.

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 409, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September 11, 1944, at __ A.M., at the said mortgaged premises, offer the property in said mortgage described for sale by public auction and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal Savings and Loan Association, at and for the sum of Four thousand Dollars, it being, at that figure the highest bidder therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hundred Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale.

As in duty bound, etc.

William F. Podlich
Attorney named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara, Notary Public.

ADVERTISEMENT OF SALE.

WILLIAM F. PODLICH, SOLICITOR 206 Baltimore Life Bldg. Baltimore, Md.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY Known as 942 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage, dated December 29, 1943, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H., 3rd. No. 296, Folio 409, from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, the said mortgage being now in default, will sell at public auction on the premises above described, on MONDAY, SEPTEMBER, 11, 1944 at 11:45 o'clock A.M.

All that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant four hundred and twenty-three feet, one and one-eighth inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy-eight degrees west one hundred and four feet, four inches, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet, ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy-eight degrees

east one hundred and five feet, eight and five-eighth inches binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street northerly on a curve to the right with a radius of eight hundred and nineteen feet for a distance of seventeen feet ten and three-quarters inches to the place of beginning; the improvements thereon being known as No. 942 First Street.

Together with bathroom accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a TWO-STORY BRICK DWELLING, CONTAINING TWO APARTMENTS.

SUBJECT to restrictions of record, which will be announced at the time of sale.

TERMS OF SALE: Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale.

A cash deposit of $300.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest from day of sale.

William F. Podlich

E. T. NEWELL & CO., AUCTIONEERS. Attorney named in Mortgage

ORDER NISI.

Ordered, this 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the mortgage filed in these proceedings, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Sept. 18" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944.

We hereby certify, that the annexed Order Nisi - Eq. #8694 Case V. Victory Homes, Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October, 1944. The first insertion being made the 21 day of September, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Oct. 24" 1944.

ORDERED BY THE COURT, This 10th day of November, 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.

Ridgely P. Melvin, C.J.

Filed Nov. 10" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case V. - 942 FIRST STREET)

No. 8694 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.

February 6, 1945. Laura R. Jickling , Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc.
in ac. with William F. Podlich, Attorney.

| | | |
|---|---|---|
| To Attorney for Commissions as agreed | $ | $ 60.00 |
| 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: | | |
| Capital-Gazette Press - Advertising Sale Order Nisi on | 44.00 | |
| Capital-Gazette Press - Report of Sale Order Nisi on | 5.00 | |
| Capital-Gazette Press - Auditor's Account | 5.00 | |
| U. S. Fidelity & Guaranty Co. - Bond Premium | 18.90 | |
| E. T. Newell & Co. - Auctioneer | 5.00 | |
| Edward A. O'Mara - Notary Fees | 1.00 | |
| One-half Federal revenue stamps | 2.20 | |
| One-half State revenue stamps | 2.00 | |
| Expense of Rent Collection | 2.05 | 85.15 |
| To Attorney for Benefit Charges, viz: | | |
| Water rent to 9/11/44 | | 12.67 |
| To Aurora Federal Savings & Loan Asso.,Mortgagee- this balance on account mortgage claim | 3951.26 | |
| | $4146.83 | |
| Amount of Mortgage Claim filed | 6273.73 | |
| Credit Amount allowed as above | 3951.26 | |
| Balance subject to decree in personam | 2322.47 | |

| | | | |
|---|---|---|---|
| Cr. Sept. 11, 1944 | Proceeds of Sale (942 First Street) | $4000.00 | |
| | Interest on deferred payment | 27.76 | $4027.76 |
| | Refund 1944 Taxes (adjusted to 9/11/44) | | 32.07 |
| | Rents collected: | | |
| | First Floor to 9/10/44 | | 87.00 |
| | | | $4146.83 |

ORDER NISI.

ORDERED, This 6th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feby. 6th. 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., March 9, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8694 Victory Homes, Inc. Case V. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945. The first insertion being made the 15th day of February, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed March 14" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15" 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark.

Filed March 15" 1945.

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| In the Matter of the Sale of MORTGAG- | : | No. 8695 Equity |
| ED REAL ESTATE OF VICTORY HOMES, INC. | : | In the Circuit Court for |
| (Case W. - 944 FIRST STREET) | : | Anne Arundel County. |

ORDER TO DOCKET FORECLOSURE SUIT AND ATTORNEY'S EXHIBIT No. 1

August 9th, 1944.

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage, (Attorney's Exhibit #1).

William F. Podlich

Attorney named in Mortgage.

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of December, A.D. 1943, by and between Victory Homes, Inc., a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called the Mortgagor, and Aurora Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, three hundred Dollars ($6,300.00), the due execu-

tion of this mortgage having been a condition precedent to the granting of said advance,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, three hundred Dollars ($6,300.00), with interest from date at the rate of four and 1/2 per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said Mortgagee in the City of Baltimore, State of Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of February, 1944, 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 January, 1969.

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, on the first day of any month prior to maturity; PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant four hundred forty feet eleven and seven eighths inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred five feet eight and five eighths inches binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy eight degrees east one hundred seven feet one and one-half inches binding

on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street northerly on a curve to the right with a radius of eight hundred nineteen feet for a distance of seventeen feet ten and three quarters inches to the place of beginning, the improvements thereon being known as No. 944 First Street.

BEING a part of the Land and premises described in a deed dated October 29th,1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943, from The Penniman and Adkins Holding Company unto said Mortgagor.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever, subject, however, to the legal operation and effect of the restrictions, conditions and covenants set out and mentioned in a deed and agreement between Victory Homes, Inc. and The Penniman and Adkins Holding Company, dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(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 before 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) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default,

the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the 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 the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the 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. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured

hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 William F. Podlich, 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 Sixty-three Dollars ($63.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the

plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of Victory Homes, Inc., a body corporate, and the signature of Morris L. Woronoff, its President, the day and year first above written.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Irma M. Bienemann By: Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate.

At the same time also personally appeared John L. Fisher, the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL)

Irma M. Bienemann,

Notary Public.

Recorded Dec. 30" 1943 at 10-30 A.M., in Liber J.H.H. No. 296, Folio 413,etc., Mortgage Records.

Filed August 10" 1944.

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, 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 Six Thousand, Three Hundred and 000/100 Dollars ($6300.00), 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 14th. day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings & Loan Association bearing date the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd. No. 296 Folio 413 and

Case W - 944 First St.

Brooklyn, A.A.Co. Md.

William F. Podlich is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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 F. Podlich (SEAL)

in the presence of (CORPORATE SEAL) UNITED STATES FIDELITY AND

Edward A. O'Mara GUARANTY COMPANY

M. V. Herbert - Witness to surety. By Howard J. McNamara, Attorney in fact.

Filed Aug. 17" 1944.

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan Association, a body corporate, dated the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd, No. 296, folio 413.

| | |
|---|---|
| Original Loan ---------- | $6300.00 |
| Amount Repaid ---------- | 57.46 |
| Loan Balance ---------- | $6242.54 |
| Interest 6/1 to 9/11/44 ---------- | 78.81 |
| | $6321.35 |
| Less Credit - F.H.A. Insurance ---------- | 15.24 |
| | $6306.11 |
| Less Credit - Expense Account ---------- | 32.37 |
| | $6273.74 |

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By John L. Fisher, Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 7th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Association, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara, Notary Public

Filed Sept. 8" 1944.

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 413, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September 11, 1944, at __ A.M., at the said mortgaged premises, offer the property in said mortgage described for sale by public auction and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal Savings and Loan Association, at and for the sum of Four thousand Dollars, it being, at that figure the highest bidder therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hundred Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale.

As in duty bound, etc.

William F. Podlich,

Attorney named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara

Notary Public.

ADVERTISEMENT OF SALE.

WILLIAM F. PODLICH, SOLICITOR 206 Baltimore Life Bldg. Baltimore, Md.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY Known As 944 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage, dated December 29, 1943, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. 3rd., No. 296, folio 413, from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, the said mortgage being now in default, will sell at public auction on the premises above described, on MONDAY, SEPTEMBER 11, 1944 at 11:50 o'clock A.M.

All that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant four hundred forty feet eleven and seven eights inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy eight degrees west one hundred five feet eight and five eights inches binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user thereof in common with others; thence binding on the east line of said alley south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy-eight degrees east one hundred seven feet one and one-half inches binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street northerly on a curve to the right with a radius of eight hundred nineteen feet for a distance of seventeen feet ten and three quarters inches to the place of beginning, the improvements thereon being known as No. 944 First Street.

Together with bathroom accesscries (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a Two-Story BRICK DWELLING, CONTAINING TWO APARTMENTS. Subject to restrictions of record, which will be announced at the time of sale,

TERMS OF SALE; Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale.

A cash deposit of $300.00 will be required of the purchaser on the day of sale, balance of purchaser price to bear interest from day of sale.

William F. Podlich

E. T. NEWELL & CO., AUCTIONEERS. Attorney Named in Mortgage.

ORDER NISI.

Ordered, this 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the Mortgage filed in these proceedings, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Sept. 18" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944

We hereby certify, that the annexed Order Nisi - Eq. #8695 Case W. Victory Homes, Inc., was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October, 1944. The first insertion being made the 21 day of September, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Oct. 24" 1944.

ORDERED BY THE COURT, This 10th day of November, 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.

Ridgely P. Melvin, C.J.

Filed Nov. 10" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case W. - 944 FIRST STREET)

No. 8695 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.

February 6, 1945. Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc.
in ac. with William F. Podlich, Attorney.

| | | |
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| To Attorney for Commissions as agreed | $ | $ 60.00 |
| 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: | | |
| Capital-Gazette Press - Advertising Sale | 44.00 | |
| Capital-Gazette Press - Order Nisi on Report of Sale | 5.00 | |
| Capital-Gazette Press - Order Nisi on Auditor's Account | 5.00 | |
| U. S. Fidelity & Guaranty Co. - Bond Premium | 18.90 | |
| E. T. Newell & Co. - Auctioneer | 5.00 | |
| Edward A. O'Mara - Notary Fees | 1.00 | |
| One-half Federal revenue stamps | 2.20 | |
| One-half State revenue stamps | 2.00 | |
| Expense of Rent Collection | 2.05 | 85.15 |

| | | |
|---|---|---|
| To Attorney for Benefit Charges, viz: | | |
| Water rent to 9/11/44 | $ | $ 19.86 |
| To Attorney for Adjustments, viz: | | |
| House Rent: First Floor - 9/11/44 | | 27.55 |
| To Aurora Federal Savings & Loan Asso.,Mortgagee- | | |
| this balance on account mortgage claim | | 3916.52 |
| | | $4146.83 |

| | | |
|---|---|---|
| Amount of Mortgage Claim filed | 6273.74 | |
| Credit Amount allowed as above | 3916.52 | |
| Balance subject to decree in personam | $2357.22 | |

| | | | |
|---|---|---|---|
| Cr. Sept. 11, 1944 | Proceeds of Sale (944 First Street) | $4000.00 | |
| | Interest on deferred payment | 27.76 | $4027.76 |
| | Refund 1944 Taxes (adjusted to 9/11/44) | | 32.07 |
| | Rents collected: | | |
| | First Floor to 10/1/44 | | 87.00 |
| | | | $4146.83 |

ORDER NISI.

ORDERED, This 6th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feby. 6th., 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., March 9, 1945.

We hereby certify, that the annexed Order Nisi- Eq. 8695 Victory Homes Inc., Case W. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945. The first insertion being made the 15 day of February, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed March 14" 1945

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15" 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark.

Filed March 15" 1945.

In the Matter of the Sale of MORTGAG- : No. 8696 Equity
ED REAL ESTATE OF VICTORY HOMES, INC. : In the Circuit Court for
(Case X - 946 FIRST STREET) : Anne Arundel County

ORDER TO DOCKET FORECLOSURE SUIT AND ATTORNEY'S EXHIBIT No. 1

August 9th, 1944.

Mr. Clerk:

Please docket the within foreclosure, and file the within original Mortgage, (Attorney's Exhibit #1.)

William F. Podlich
Attorney named in Mortgage.

(MD. STATE STAMPS $6.60) MORTGAGE.

THIS MORTGAGE, Made this 29th day of December, A.D. 1943, by and between VICTORY HOMES, INC., a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called the Mortgagor, and AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Six thousand, six hundred Dollars ($6,600.00), the due execution of this mortgage having been a condition precedent to the granting of said advance,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six thousand, Six hundred Dollars ($6,600.00), with interest from date at the rate of four and a half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said mortgagee, in the City of Baltimore, State of Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-six and 70/100 Dollars ($36.70), commencing on the first day of February, 1944, 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 January, 1969.

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, on the first day of any month prior to maturity; PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one cent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein being described, said point of beginning being also distant Four hundred and fifty-eight feet, Ten and five-eighth inches southerly measured along the west line of First Street from the South line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north Seventy-eight degrees West One hundred and Seven feet and One-half inch binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the west line of a fifteen foot alley there laid out with the right of user thereof in common with others; thence binding continuously on the east, northeast and north line of said fifteen foot alley the three following courses and distances: South Twelve degrees West Seventeen feet, nine and one-half inch, south Thirty-three degrees East Fourteen feet, One and five-eighth inches, South Seventy-eight degrees East Ninety-nine feet, to intersect the said west line of First Street; thence binding on the west line of said First Street northerly on a curve to the right with a radius of Eight hundred and Nineteen feet for a distance of Twenty-eight feet, One inch to the place of beginning, the improvements thereon being known as No. 946 First Street.

BEING a part of the Land and premises described in a deed dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943, from The Penniman and Adkins Holding Company unto said Mortgagor.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever, subject however, to the legal operation and effect of the restrictions, conditions and covenants set out and mentioned in a deed and agreement between Victory Homes, Inc. and The Penniman and Adkins Holding Company, dated October 29th, 1943, and recorded among the Land Records of Anne Arundel County on December 8th, 1943.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the

due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(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 before 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) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(VI) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt/ secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner,and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the 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 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he 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, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the 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 the Mortgagee, who may 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 the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or

any part thereof, may be applied by the 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. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 William F. Podlich, 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 Sixty-six Dollars ($66.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of Victory Homes, Inc., a body corporate, and the signature of Morris L. Woronoff, its President, the day and year first above written.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Irma M. Bienemann By: Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act and deed of said body corporate.

At the same time also personally appeared John L. Fisher, the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Irma M. Bienemann, Notary Public.

Recorded Dec. 30" 1943 at 10-30 A.M., in Liber
J.H.H. No. 296, Folio 417, etc.,Mortgage Records.

Filed August 10" 1944

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, 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 Six Thousand, Six Hundred and 00/100 Dollars ($6600.00), 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 14th. day of August, in the year of our Lord, nineteen hundred and forty-four

WHEREAS, the above bounden William F. Podlich, by virtue of the power contained in a mortgage from Victory Homes, Inc to Aurora Federal Savings & Loan Association, bearing date the 29th, day of December, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd. No. 296 Folio 417 and

Case X 946 First St.
Brooklyn, A.A.Co.,Md.

William F. Podlich is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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 F. Podlich (SEAL)

in the presence of — (CORPORATE SEAL) UNITED STATES FIDELITY AND GUARANTY COMPANY

Edward A. O'Mara

M. V. Herbert - Witness to surety. — By: Howard J. McNamara,Attorney in fact.

Filed Aug. 17" 1944.

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, under the mortgage from Victory Homes, Inc. to said Aurora Federal Savings and Loan Association, a body corporate, dated the 29th day of December, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 3rd, No. 296, folio 417.

| | |
|---|---|
| Original Loan ---------- | $6600.00 |
| Amount Repaid ---------- | 60.19 |
| Loan Balance ---------- | $6539.81 |
| Interest 6/1 to 9/11/44 ---------- | 82.55 |
| | 6622.36 |
| Less Credit - F.H.A. Insurance -------- | 15.96 |
| | $6606.40 |
| Less Credit - Expense Account --------- | 31.99 |
| | $6574.41 |

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By John L. Fisher, Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 7th day of September, in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John L. Fisher, Vice President of Aurora Federal Savings and Loan Association, a body corporate, owner of the mortgage 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 said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara, Notary Public.

Filed Sept. 8" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case X - 946 FIRST STREET)

No. 8696 Equity
In the Circuit Court for
Anne Arundel County.

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of William F. Podlich, Attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, dated December 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 417, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did on Monday, September 11, 1944, at __ A.M., at the said mortgaged premises, offer the property in said mortgage described for sale by public auction and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Aurora Federal Savings and Loan Association, at and for the sum of Four thousand Dollars, it being, at that figure the highest bidder therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of said sale, which is prayed to be taken as a part of this report.

(2) And the said Attorney further reports that he has received from the purchaser the deposit of Three hundred Dollars, 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; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale.

As in duty bound, etc.

William F. Podlich
Attorney named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of September, 1944, before me, the subscriber,

a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edward A. O'Mara, Notary Public.

ADVERTISEMENT OF SALE.

WILLIAM F. PODLICH, SOLICITOR 206 Baltimore Life Bldg. Baltimore, Md.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY Known As 946 First Street, Brooklyn, Anne Arundel County, Md.

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage, dated December 29, 1943, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. 3rd, No. 296, folio 417, from Victory Homes, Inc. to Aurora Federal Savings and Loan Association, the said mortgage being now in default, will sell at public auction on the premises above described, on MONDAY, SEPTEMBER 11, 1944, at 11:55 o'clock A.M.

All that fee simple lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein being described, said point of beginning being also distant four hundred and fifty-eight feet, ten and five-eighth inches southerly measured along the west line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north Seventy-eight degrees West one hundred and seven feet and one-half inch binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the west line of a fifteen foot alley there laid out with the right of user thereof in common with others; thence binding continuously on the east, northeast and north line of said fifteen foot alley the three following courses and distances: south twelve degrees west seventeen feet, nine and one-half inch, south Thirty-three degrees east fourteen feet, one and five-eighth inches, south seventy-eight degrees east ninety-nine feet, to intersect the said west line of First Street; thence binding on the west line of said First Street northerly on a curve to the right with a radius of eight hundred and nineteen feet for a distance of twenty-eight feet, one inch to the place of beginning, the improvements thereon being known as No. 946 First Street.

Together with bathroom accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry trays, screens, water heater, and coal stoker therein.

In fee simple and improved by a TWO-STORY BRICK DWELLING, CONTAINING TWO APARTMENTS, Subject to restrictions of record, which will be announced at the time of sale.

TERMS OF SALE: Cash on ratification of sale.

All taxes and other public dues and charges are to be adjusted to date of sale.

A cash deposit of $300.00 will be required of the purchaser on the day of sale,

balance of purchase price to bear interest from day of sale.

E. T. NEWELL & CO., William F. Podlich

AUCTIONEERS. Attorney Named in Mortgage.

ORDER NISI.

Ordered, this 18th day of September, 1944, That the sale of the Real Estate made and reported by William F. Podlich, Attorney named in the Mortgage filed in these proceedings, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Sept. 18" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., October 10, 1944

We hereby certify, that the annexed Order Nisi - Eq. #8696 Case X. Victory Homes, Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 day of October, 1944. The first insertion being made the 21 day of September, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed October 24" 1944.

ORDERED BY THE COURT, This 10th day of November, 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.

Ridgely P. Melvin, C.J.

Filed Nov. 10" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of VICTORY HOMES, INC. (Case X. - 946 FIRST STREET)

No. 8696 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.

February 6, 1945. Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Victory Homes, Inc.

in ac. with William F. Podlich, Attorney.

To Attorney for Commissions as agreed $60.00

| | | | |
|---|---|---|---|
| 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: | | | |
| Capital-Gazette Press - Advertising Sale | 42.00 | | |
| Capital-Gazette Press - Report of Sale Order Nisi on | 5.00 | | |
| Capital-Gazette Press - Auditor's Account | 5.00 | | |
| U. S. Fidelity & Guaranty Co. - Bond Premium | 19.80 | | |
| E. T. Newell & Co. - Auctioneer | 5.00 | | |
| Edward A. O'Mara - Notary Fees | 1.00 | | |
| One-half Federal revenue stamps | 2.20 | | |
| One-half State revenue stamps | 2.00 | | 82.00 |
| To Attorney for Benefit Charges, viz: | | | |
| Water rent to 9/11/44 | | | 13.21 |
| To Aurora Federal Savings & Loan Asso.,Mortgagee- | | | |
| this balance on account mortgage claim | | | 3867.80 |
| | | | $4060.76 |

| | | | |
|---|---|---|---|
| Amount of Mortgage Claim filed | 6574.41 | | |
| Credit Amount allowed as above | 3867.80 | | |
| Balance subject to decree in personam | 2706.61 | | |
| Cr. Sept. 11, 1944 Proceeds of Sale (946 First Street) | | $4000.00 | |
| Interest on deferred payment | | 27.76 | $4027.76 |
| Refund 1944 Taxes (adjusted to 9/11/44) | | | 33.00 |
| | | | $4060.76 |

ORDER NISI.

ORDERED, This 6th day of February, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

John H. Hopkins, 3rd., Clerk.

Filed Feby. 6th. 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., March 9, 1945.

We hereby certify that the annexed Order Nisi - Eq. 8696 Victory Homes, Inc. Case X. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1945. The first insertion being made the 15th day of February, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed March 14" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15" 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark.

Filed March 15" 1945.