IRVIN SIEGAEL, ASSIGNEE	:	No. 8697 Equity
VS.	:	In the Circuit Court of
VICTORY HOMES, INC. Case No. 1	:	Anne Arundel County

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant

Filed Aug. 11, 1944.

"COMPLAINANT'S EXHIBIT A"

(MD. STATE STAMPS $6.60) MORTGAGE

Cut

THIS MORTGAGE, Made this 29th day of October, A.D. 1943, by and between VICTORY HOMES, INC., a body corporate of the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Sixty-six Hundred Dollars ($6600.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-six Hundred Dollars ($6600.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-six Dollars and Seventy Cents ($36.70), commencing on the first day of December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of Victory Avenue 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 said west line of Victory Avenue 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 center line of said party wall and the center line 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 forty-three feet eleven inches to intersect the south line of said Townsend Avenue, thence binding on the south side of said Townsend Avenue south seventy-eight degrees east one hundred feet to the southwest corner of said Townsend Avenue and said Victory Avenue, as now laid out, thence binding on the west line of said Victory Avenue south twelve degrees west forty-three feet eleven inches to the place of beginning. The improvements whereon are known as No. 900 Victory Avenue.

SUBJECT to a fifteen-foot reservation along the north side of said lot for the purpose of widening Townsend Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, all bath accessories (2), kitchen cabinets (2), medicine cabinets (2) lighting fixtures, laundry tubs, screens, water heater, and ranges (2), all of which accessories and equipment are herewith declared to be, by said Mortgagor, fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all

conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (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;

(III) Interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

And 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 had 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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said prop-

erty 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(s) of the Mortgagor(s) on the day and year first above written, and the signature of Morris L. Woronoff its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By Morris L. Woronoff, President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 29th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff the President of Victory Homes, Inc., the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs, Notary Public.

Recorded Dec. 8" 1943, at 2 P.M., in Liber
J.H.H. No. 296 Folio 101, etc., Mortgage Records.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without reccurse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider, Secretary

By: Joseph M. Hisley, Vice-President.

Received for Record Dec. 8" 1943, at 2 P.M. and the same day recorded in Liber J.H.H. No. 296, Fol. 104, Land Records of Anne Arundel County.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure.

Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA.

A. T. Wolfsheimer By S. Z. Rothschild, President.

Received for Record August 7, 1944 at 9:00 A.M., Same day Recorded in Liber J.H.H. No. 296, Folio 104 etc., Land Records of Anne Arundel County

Filed Aug. 11, 1944.

BOND. 213773

Know all men by these Presents: That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore -2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 101 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of

said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered — Thomas A. deLauder (SEAL)

in the presence of — (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick, As to principal — By Charles H. Cover

Attest: By Marie S. Quandt, As to Surety — Attorney-in-Fact.

Filed September 6" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17, and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller — Irvin Siegael (SEAL)

Sun Life Insurance
SEAL Company of America
Incorporated

SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild

Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

Mary A. Weller
SEAL Notary Public
Baltimore, Md.

Mary A. Weller, Notary Public

My commission expires May 7th, 1945.

Recorded August 22nd, 1944 at 12:05 p.m. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee,
and Solicitor for Thomas A. deLauder,
assignee, and Solicitor for Sun Life
Insurance Company of America.

Filed Sept. 6" 1944

STATEMENT OF MORTGAGE CLAIM.

Property No. 900 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,600.00
Less: This amount received on account of principal	$84.59	
This amount of balance to credit of expense account	$69.44	154.03
		$6,445.97
With interest from June 1, 1944, to date of final ratification of Auditor's Account		

Thomas A. deLauder
Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public.

Filed Sept. 28" 1944.

IRVIN SIEGAEL, ASSIGNEE, No. 8697 Equity.
use of Thomas A. deLauder, assignee In the Circuit Court
VS. for
VICTORY HOMES, INC. Case 1 Anne Arundel County.

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 900 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Forty-five Hundred Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public.

Copy of Advertisement mentioned in the foregoing Report of Sale:--

ADVERTISEMENT OF SALE.

J. M. Moses, Solicitor, 209 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 900 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 101, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 9:00 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the west line of Victory Avenue 43 feet 11 inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall fronting northwardly on Victory Avenue 43 feet 11 inches to Townsend Avenue with depth of even width westwardly along Townsend Avenue 100 feet to east side of a 15 foot alley, with use thereof in common, known as 900 Victory Avenue; subject to a 15 foot reservation along the north side of said lot for the purpose of widening Townsend Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2), SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4500.00

Filed Oct. 7" 1944

John H. Hopkins, 3rd., Clerk.

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1944

We hereby certify, that the annexed Order Nisi - Eq. 8697 Case #1, 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual

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

James Clark

Filed Nov. 14" 1944

Irvin Siegael, Assignee, use of
Thomas A. deLauder, Assignee
VS.
Victory Homes, Inc. Case 1

No. 8697 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.

December 14, 1944 Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes,Inc.
in ac. with Thomas A. deLauder, Assignee.

Assignee's Commission waived	$	$	
To Assignee for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10.00		
Clerk of Court - costs	20.00		
Auditor	9.00	39.00	
To Assignee for Expenses, viz:			
Capital-Gazette Press - advertising sale	27.00		
Capital-Gazette Press - Order Nisi on Report of Sale	5.00		
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00		
Great American Indemnity Co. - Bond premium	12.00		
Sam W. Pattison & Co. - Auctioneer	3.00		
Jacob M. Moses - Legal Services	10.00		
One-half Federal revenue stamps	2.48		
One-half State revenue stamps	2.25		
Miscellaneous expense	.23	66.96	
To Sun Life Insurance Co. of America, Mortgagee- this balance on account Mortgage Claim		4423.65	
		$4529.61	
Amount of Mortgage claim filed	6445.97		
Interest from 6/1/44 to 9/29/44	129.98		
	6575.95		
Credit Amount allowed as above	4423.65		
Balance subject to decree in personam	2152.30		

Cr. Sept. 29, 1944	Proceeds of Sale (900 Victory Ave.) Vacant	$4500.00
	Refund 1944 taxes - 3 mos., 1 day	27.55
	Refund sewer charge - 3 mos., 1 day	2.06
		$4529.61

ORDER NISI.

ORDERED, This 20th 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 20th 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 20th day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 20" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., January 12, 1945

We hereby certify, that the annexed Order Nisi - Eq. 8697 Victory Homes Inc. Case 1 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 January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th 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.

James Clark

Filed Feb. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8698 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC.	:	Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant.

Filed Aug. 11, 1944.

"COMPLAINANT'S EXHIBIT A"

(MD. STATE STAMPS $6.30) MORTGAGE

THIS MORTGAGE, Made this 29th day of October, A.D. 1943, by and between VICTORY HOMES, INC., a body corporate of the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received there-

from an advance of Sixty-three Hundred Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.
(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-three Hundred Dollars ($6300.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five Dollars and three Cents ($35.03), commencing on the first day of December, 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 November, 1968.
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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING FOR the same at the intersection formed by the west line of Victory Avenue as now laid out fifty-five feet wide and the extension easterly of the centre line of a party wall constructed in part on the land herein being described, said point of beginning being also distant sixty-one feet nine inches southerly measured along the said west line of Victory Avenue 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 centre line of said party wall so extended the centre line of said party wall and the centre line 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 com-

mon with others, thence binding on the east line of said alley north twelve degrees east seventeen feet ten inches to the intersection formed by the westerly extension of the centre line of a party wall constructed in part on the land herein described, thence continuously south seventy-eight degrees east one hundred feet binding on the said centre line of said party wall so extended the centre line of said party wall and the centre line of said party wall extended easterly to intersect the said west line of Victory Avenue thence binding on the said west line of Victory Avenue south twelve degrees west seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 902 Victory Avenue

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, all bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, hot water heater, ranges (2), all of which accessories and equipment are herewith declared to be, by said Mortgagor, fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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, forever in fee simple

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (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 pro-

visions 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 Mort-

gagor 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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof , his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making 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 accom-

panied 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(s) of the Mortgagor(s) on the day and year first above written, and the signature of Morris L. Woronoff, its President

WITNESS: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, the President of Victory Homes, Inc., the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs, Notary Public.

Recorded Dec. 8th 1943, at 2 P.M., in Liber
J.H.H. No. 296 Folio 97,etc., Mortgage Records

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty. WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider, Secretary. By: Joseph M. Hisley, Vice-President.

Recorded Dec. 8" 1943 at 2 P.M. in Liber J.H.H
No. 296, Fol. 100,Land Records of Anne Arundel County.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure, Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

Test: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA

A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded Aug. 7, 1944 at 9:00 A.M. in Liber J.H.H.
No. 296, Fol. 100, etc., Land Records of Anne Arundel County.

Filed Aug. 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325/281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25/9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller

Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated)

SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid; personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller) (Notary Public) (Baltimore, Md.)

Mary A. Weller, Notary Public
My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12:05 p.m. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee,
and Solicitor for Thomas A. deLauder,
assignee, and Solicitor for Sun Life
Insurance Company of America.

Filed Sept. 6" 1944.

BOND 213773

KNOW ALL MEN BY THESE PRESENTS: That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore - 2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Admiminstrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four

WHEREAS, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 97 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale

of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered Thomas A. deLauder (SEAL)

in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to Principal By Charles H. Cover, Attorney-in-Fact.

Attest:Louis Mitnick As to Surety

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM

Property No. 902 Victory Avenue

To the original amount of principal indebtedness

secured by the mortgage filed in this case		$6,300.00
Less: This amount received on account of principal	$ 80.74	
This amount of balance to credit of expense account	$ 65.04	145.78
		$6,154.22
With interest from June 1, 1944, to date of final ratification of Auditor's Account		

Thomas A. deLauder

Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public.

Filed Sept. 28" 1944.

IRVIN SIEGAEL, ASSIGNEE, No. 8698 Equity

use of Thomas A. deLauder, assignee, In the Circuit Court

VS. for

VICTORY HOMES, INC. Case 2 Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the under-

signed Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 902 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Forty-two Hundred Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public.

Copy of Advertisement mentioned in the foregoing Report of Sale:-

ADVERTISEMENT OF SALE.

J. M. MOSES, SOLICITOR, 109 E Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 902 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 97, etc., (assigned be mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 9:05 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the west line of Victory Avenue 61 feet 9 inches south of Townsend Avenue, as laid out 30 feet wide at centre line of party wall, fronting northwardly on Victory Avenue 17 feet 10 inches to centre line of party wall, with depth of even width westwardly 100 feet to east side of a 15 foot alley, with use thereof in common; known as 902 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water-heater, and ranges (2). SUBJECT TO RESTRICTIONS of record which will be announced at sale,

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public

charges and assessments to be adjusted to day of sale. Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4200.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., November 3, 1944.

We hereby certify, that the annexed Order Nisi - Eq. #8698 Case #2. 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 8 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. 10th. 1944

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944

IRVIN SIEGAEL, Assignee, use of
Thomas A. deLauder, Assignee
VS.
VICTORY HOMES, INC.

No. 8698 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.

December 14, 1944. Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes,Inc.
in ac. with Thomas A. deLauder, Assignee

Assignee's Commission waived

To Assignee for Court costs, viz:

Plaintiff's Solicitor's appearance fee $ 10.00

To Clerk of Court - costs	$ 20.00	$
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	25.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co.- Bond premium	12.00	
Sam. W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
One-half Federal revenue stamps	2.47	
One-half State revenue stamps	2.10	
Miscellaneous expense	.23	
Stackhouse & Son - Commissions on rent collections	3.05	67.85
To Assignee for Benefit Charges, viz:		
Water bill		10.95
To Sun Life Insurance Co. of America, Mortgagee - this balance on account Mortgage Claim		4154.26
		$4272.06

Amount of mortgage claim filed	6154.22
Interest from 6/1/44 to 9/29/44- 121 days	124.11
	6278.33
Credit Amount allowed as above	4154.26
Balance subject to decree in personam	2124.07

Cr. Sept. 29, 1944	Proceeds of Sale (902 Victory Ave.)	$4200.00
	Refund 1944 Taxes - 3 mos., 1 day	26.78
	Refund 1944 Sewer charge - 3 mos.,1 day	1.78
	Total rents collected	43.50
		$4272.06

ORDER NISI.

ORDERED, This 20th 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 20th 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 20th day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 20" 1944

CERTIFICATION OF PUBLICATION Annapolis, Md., January 12, 1945

We hereby certify, that the annexed Order Nisi - Eq. 8698 Victory Homes, Inc. Case 2. 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

January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th 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.

James Clark

Filed Feb. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8699 Equity
VS.	:	In the Circuit Court
VICTORY HOMES, INC.	:	for
Case No.3	:	Anne Arundel County

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant.

Filed Aug. 11" 1944

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of October, A.D. 1943, by and between VICTORY HOMES, INC., a body corporate of the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Sixty-three Hundred Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-three Hundred Dollars ($6300.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five Dollars

and three Cents ($35.03), commencing on the first day of December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of Victory Avenue as now laid out fifty-five feet wide and the extension easterly of the centre line of a party wall constructed in part on the land herein being described, said point of beginning being also distant seventy-nine feet seven inches southerly measured along the said west line of Victory Avenue 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 centre line of said party wall so extended, the centre line of said party wall and the centre line 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 seventeen feet ten inches to the intersection formed by the westerly extension of the centre line of a party wall constructed in part on the land herein described, thence continuously south seventy-eight degrees east one hundred feet binding on the said centre line of said party wall so extended, the centre line of said party wall and the centre line of said party wall extended easterly to intersect the said west line of Victory Avenue thence binding on the said west line of Victory Avenue south twelve degrees west seventeen feet ten inches to the place of beginnning. The improvements whereon are known as No. 904 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, all bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, hot water heater, ranges (2), all of which accessories and equipment are herewith declared to be, by said Mortgagor, fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (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 banance 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 minicipal 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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 exe-

cute 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 to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of Morris L. Woronoff, its President

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of October, 1943, before me, the subscriber,

a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff the President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) SADYE B. JACOBS, Notary Public.

Recorded Dec. 8th. 1943 at 2 P.M., Liber J.H.H
No. 296, Folio 105,etc., Mortgage Records

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

ATTEST: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION.

Joseph R. Schneider
Secretary

By: Joseph M. Hisley, Vice-President.

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296, Fol. 108, Land Records of Anne Arundel County.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure.

Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA.

A. T. Wolfsheimer

By S. Z. Rothschild, President.

Recorded August 7, 1944 at 9:00 A.M. in Liber J.H.H.
No. 296, folio 108,etc., Land Records of Anne Arundel County.

Filed Aug. 11, 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433, and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller — Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) — SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.) — Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12:05 p.m. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court

for Anne Arundel County this 26th day of August, A.D. 1944.

John H. Hopkins, 3rd., Clerk.

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A.deLauder, assignee, in accordance therewith.

J. M. Moses,
Solicitor for Irvin Siegael, assignee,
and Solicitor for Thomas A. deLauder,
assignee, and Solicitor for Sun Life
Insurance Company of America.

Filed Sept. 6" 1944.

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore -2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 105 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered Thomas A. deLauder (SEAL)

in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick as to principal By Charles H. Cover, Attorney-in-Fact

Attest: By Marie S. Quandt, As to Surety.

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 904 Victory Avenue		
To the original amount of principal indebtedness		
secured by the mortgage filed in this case		$6300.00
Less: This amount received on		
account of principal	$ 80.74	
This amount of balance to		
credit of expense account	65.04	145.78
		$6154.22

With interest from June 1, 1944, to date of final ratification of Auditor's Account.

Thomas A. deLauder
Assignee, Plaintiff.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just 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) Mary A. Weller, Notary Public.

Filed Sept. 28" 1944

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, assignee,
VS.
VICTORY HOMES, INC. Case 3

No. 8699 Equity
In the Circuit Court
for
Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 904 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Forty-two Hundred Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder

Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgage, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public.

Copy of Advertisement mentioned in the foregoing Report of Sale:--

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 904 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 105, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 9:10 A.M. (E.W.T.)

all that lot of ground in said County, this described:

BEGINNING on the west line of Victory Avenue 79 feet 7 inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, fronting northwardly on Victory Avenue 17 feet 10 inches to centre line of party wall with depth of even width westwardly 100 feet to east side of a 15 foot alley, with use thereof in common; known as 904 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2). SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7, 1944

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4200.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., November 3, 1944

We hereby certify, that the annexed Order Nisi - Eq. 8699 Case # 3 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 8 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. 10th.1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, Assignee, use of
THOMAS A. deLAUDER, Assignee
VS.
VICTORY HOMES, INC.

No. 8699 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.

December 14, 1944. Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc.
in ac. with Thomas A. deLauder, Assignee

	$	$
Assignee's Commission waived		
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	25.00	
Capital-Gazette Press - Order Nisi on Report of sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	

To One-half Federal revenue stamps	$ 2.47	$
One-Half State revenue stamps	2.10	
Miscellaneous expense	.23	64.80
To Assignee for Benefit Charges, viz:		
Water bill		12.18
To Sun Life Insurance Co. of America, Mortgagee-		
this balance on account Mortgage Claim		4112.58
		$4228.56

Amount of mortgage claim filed	6154.22
Interest from 6/1/44 to 9/29/44 - 121 days	124.11
	6278.33
Credit Amount allowed as above	4112.58
Balance subject to decree in personam	2165.75

Cr. Sept. 29, 1944	Proceeds of Sale (904 Victory Ave.)	$4200.00
	Refund 1944 Taxes - 3 mos., 1 day	26.78
	Refund 1944 water charge - 3 mos., 1 day	1.78
		$4228.56

ORDER NISI.

ORDERED, This 20th 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 20th 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 20th day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 20" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., January 12, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8699 Victory Homes, Inc., Case 3. 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 January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th 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.

James Clark.

Filed Feb. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8700 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 4	:	Anne Arundel County

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses
Irvin Siegael
Solicitors for Complainant.

Filed Aug. 11" 1944.

"COMPLAINANT'S EXHIBIT A"

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of October, A.D. 1943, by and between VICTORY HOMES INC., a body corporate of the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Sixty-three Hundred Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association).

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-three Hundred Dollars ($6300.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five Dollars and three Cents ($35.03), commencing on the first day of December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of Victory Avenue as now laid out fifty-five feet wide and the extension easterly of the centre line of a party wall constructed in part on the land herein being described, said point of beginning being also distant ninety-seven feet five inches southerly measured along the said west line of Victory Avenue 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 centre line of said party wall so extended, the centre line of said party wall and the centre line 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 seventeen feet ten inches to the intersection formed by the westerly extension of the centre line of a party wall constructed in part on the land herein described, thence continuously south seventy-eight degrees east one hundred feet binding on the said centre line of said party wall so extended the centre line of said party wall, and the centre line of said party wall extended easterly to intersect the said west line of Victory Avenue thence binding on the said west line of Victory Avenue south twelve degrees west seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 906 Victory Ave.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground all bath accessories (2), kitchen cabinets (2), medicine cabinets (2) lighting fixtures, laundry tubs, screens, hot water heater and ranges (2), all of which accessories and equipment are herewith declared to be, by said Mortgagor, fixtures, and permanent additions to the realty and intended to be included as ~~a part of the realty and intended to be included as~~ part of the security for this Mortgage.

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, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all

conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (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 extimated 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 aggregage 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 parabraph 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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such

sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of Morris L. Woronoff, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 29th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, the President of Victory Homes, Inc., the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs,

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H. No. 296, Folio 201,etc., Mortgage Records

Notary Public.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns

the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider By: Joseph M. Hisley, Vice-President.

Secretary.

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.

No. 296, Fol. 204, Land Records of Anne Arundel County

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA.

A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded August 7" 1944 at 9:00 A.M., in Liber J.H.H

No. 296, Folio 204,etc., Land Records of Anne Arundel County.

Filed August 11, 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943 and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively

among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller — Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) — SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild, President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.) — Mary A. Weller Notary Public.

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12:05 p.m. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, Assignee, in accordance therewith.

J. M. Moses, Solicitor for Irvin Siegael, assignee, and Solicitor for Thomas A. deLauder, assignee, and Solicitor for Sun Life Insurance Company of America.

Filed Sept. 6" 1944

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore - 2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

WHEREAS, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association

bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 201 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee , as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered — Thomas A. deLauder (SEAL)

in the presence of — (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick as to Principal — By Charles H. Cover

Attest: By Marie S. Quandt as to Surety — Attorney-in-Fact.

Filed Sept. 6" 1944

STATEMENT OF MORTGAGE CLAIM

Property No. 906 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6300.00
Less: This amount received on account of principal	$ 80.74	
This amount of balance to credit of expense account	$ 65.04	145.78
		$6154.22

With interest from June 1, 1944, to date of final ratification of Auditor's Account.

Thomas A. deLauder
Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) — Mary A. Weller, Notary Public

Filed Sept. 28" 1944

IRVIN SIEGAEL, ASSIGNEE, use of
Thomas A. deLauder, assignee,
VS.
VICTORY HOMES, INC. Case 4

No. 8700 Equity
In the Circuit Court
for
Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 906 Victory Ave. at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Forty-two Hundred Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 906 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 201, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 9:15 A.M. (E.W.T.) all that lot of ground in said County, thus described:

BEGINNING on the west line of Victory Avenue 97 feet 5 inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, fronting northwardly on

Victory Avenue 17 feet 10 inches to centre line of party wall, with depth of even width westwardly 100 feet to east side of a 15 foot alley, with use thereof in common; known as 906 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2), SUBJECT TO RESTRICTIONS of record which will be announced at sale,

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee
SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7, 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4200.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., November 3, 1944

We hereby certify, that the annexed Order Nisi - Eq. 8700 Case #4. 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 8 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. 10" 1944

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944

IRVIN SIEGAEL, Assignee, use of
Thomas A. deLauder, Assignee
VS.
VICTORY HOMES, INC. Case 4

No. 8700 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.

December 14, 1944 Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc.
in ac. with Thomas A. deLauder, Assignee

	$	$
Assignee's commission waived		
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	25.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. -Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
One-half Federal revenue stamps	2.47	
One-half State revenue stamps	2.10	
Stackhouse & Son - Commissions on rents collected	9.14	
Miscellaneous expense	.23	73.94
To Assignee for Benefit Charges, viz:		
Water bill		8.28
To Sun Life Insurance Co. of America, Mortgagee-		
this balance on account Mortgage Claim		4237.84
		$4359.06

Amount of mortgage claim filed	6154.22
Interest from 6/1/44 to 9/29/44 - 121 days	124.11
	6278.33
Credit Amount allowed as above	4237.84
Balance subject to decree in personam	2040.49

Cr. Sept. 29, 1944	Proceeds of Sale (906 Victory Ave.)		$4200.00
	Refund 1944 Taxes - 3 mos., 1 day		26.78
	Refund 1944 Water Bill - 3 mos., 1 day		1.78
	Rent collected by Assignee	87.00 43.50	130.50
			$4359.06

ORDER NISI.

ORDERED, This 20th 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 20th 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 20th day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 20" 1944

CERFIFICATE OF PUBLICATION Annapolis, Md., January 12, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8700 Victory Homes, Inc. Case 4, 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 January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feb. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8701 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 5.	:	Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant.

Filed Aug. 11" 1944.

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of October, A.D. 1943, by and between VICTORY HOMES, INC., a body corporate of the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Sixty-three Hundred Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-three Hundred Dollars ($6300.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five Dollars and three Cents ($35.03), commencing on the first day of December, 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 November, 1968.

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/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. exceed the aggregate amount of premium ----------

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING FOR the same at the intersection formed by the west line of Victory Avenue, as now laid out fifty-five feet wide, and the extension easterly of the centre line of a party wall constructed in part on the land herein being described said point of beginning being also distant one hundred fifteen feet three inches southerly measured along the said west line of Victory Avenue 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 centre line of said party wall so extended the centre line of said party wall and the centre line 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 seventeen feet ten inches to the intersection formed by the westerly extension of the centre line of a party wall constructed in part on the land herein described, thence continuously south seventy-eight degrees east one hundred feet binding on the said centre line of said party wall so extended, the centre line of said

party wall and the centre line of said party wall extended easterly to intersect the said west line of Victory Avenue thence binding on the west line of said Victory Avenue south twelve degrees west seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 908 Victory Avenue.

BEING a part of the lot of ground 1stly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, all bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, hot water heater and ranges (2), all of which accessories and equipment are herewith declared to be, by said Mortgagor, fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (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, hwoever, 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 5 months from the

date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of MORRIS L. WORONOFF, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 29th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, the President of Victory Homes, Inc., the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs, Notary Public.

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296 Folio 109,etc., Mortgage Records

FOR VALUE RECEIVED, the Baltimore Federal Savings and Loan Association hereby assigns the aforegoing Mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA, this 29th day of October, 1943, without recourse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

ATTEST: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider
Secretary By: Joseph M. Hisley, Vice-President.

Recorded Dec. 8" 1943, at 2 P.M., in Liber J.H.H.
No. 296, Folio 112, etc., Land Records of Anne Arundel County.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure.

Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

Test: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA.

A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded August 7, 1944 at 9:00 A.M., in Liber J.H.H.
No. 296, Folio 112,etc., Land Records of Anne Arundel County.

Filed Aug. 11" 1944.

ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185/177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277/269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller. Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated)

SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.)

Mary A. Weller,

Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12:05 p.m. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee,
and Solicitor for Thomas A. deLauder,
assignee, and Solicitor for Sun Life
Insurance Company of America.

Filed ____

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore -2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 109 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its

Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered Thomas A. deLauder (SEAL)

in the presence of (CORPORATE SEAL). GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal By Charles H. Cover Attorney-in-Fact

ATTEST: Marie S. Quandt As to Surety

Filed Sept. 6" 1944

STATEMENT OF MORTGAGE CLAIM.

Property No. 908 Victory Avenue

To the original amount of principal indebtedness

secured by the mortgage filed in this case		$6,300.00
Less: This amount received on account of principal	$ 80.74	
This Amount of balance to credit of expense account	$ 65.03	145.77
		$6,154.23
With interest from June 1, 1944, to date of final ratification of Auditor's Account.		

Thomas A. deLauder

Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public.

Filed Sept. 28" 1944

IRVIN SIEGAEL, ASSIGNEE,	No. 8701 Equity
use of Thomas A. de Lauder, assignee	In the Circuit Court
VS.	for
VICTORY HOMES, INC. CASE 5.	Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 908 Victory Ave.,

at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Forty-two Hundred Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public.

Copy of Advertisement mentioned in the foregoing Report of Sale:--

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 908 Victory Avenue, Brooklyn Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 109, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder the undersigned Assignee will sell at public auction on the premises on Friday, September 29, 1944, at 9:20 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the west line of Victory Avenue 115 feet 3 inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, fronting northwardly on Victory Avenue 17 feet 10 inches to centre line of party wall, with depth of even width westwardly 100 feet to east side of a 15 foot alley, with use thereof in common; known as 908 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2), SUBJECT TO RESTRICTIONS of record which will be announced at sale,

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

Thomas A. deLauder, Assignee
Sam W. Pattison & Co., Auctioneers.

Filed Oct. 7" 1944

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4200.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., November 3, 1944.

We hereby certify, that the annexed Order Nisi - Eq. 8701 Case # 5 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 8 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. 10" 1944

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark.

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE,	No. 8701 Equity
use of Thomas A. deLauder, Assignee	In the Circuit Court
VS.	for
VICTORY HOMES, INC. Case 5.	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.

December 14, 1944. Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc.

in ac. with Thomas A. deLauder, Assignee

	$	$
Assignee's Commission waived		
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court -costs	20.00	
Auditor	9.00	39.00

To Assignee for Expenses, viz:

Capital-Gazette Press - advertising sale Order Nisi on	$ 25.00	$
Capital-Gazette Press - Report of Sale Order Nisi on	5.00	
Capital-Gazette Press - Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
One-half Federal revenue stamps	2.47	
One-half State revenue stamps	2.10	
Miscellaneous expense	.23	64.80

To Assignee for Benefit Charges, viz:

Water bill	4.32

To Sun Life Insurance Co. of America, Mortgagee-

this balance on account Mortgage Claim	4120.44
	$4228.56

Amount of mortgage claim filed	$6154.23
Interest from 6/1/44 to 9/29/44	124.11
	$6278.34
Credit Amount allowed as above	4120.44
Balance subject to decree in personam	$2157.90

Cr. Sept. 29, 1944	Proceeds of Sale (908 Victory Ave.)	$4200.00
	Refund 1944 Taxes - 3 mos., 1 day	26.78
	Refund 1944 water charge - 3 mos., 1 day	1.78
		$4228.56

ORDER NISI.

ORDERED, This 20th 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 20th 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 20th day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 20" 1944

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 12, 1945

We hereby certify, that the annexed Order Nisi - Eq. 8701 Victory Homes, Inc. Case 5 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 January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7th., 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark.

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8702 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 6	:	Anne Arundel County

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant.

Filed Aug. 11" 1944

"COMPLAINANT'S EXHIBIT A"

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of October, A.D. 1943, by and between VICTORY HOMES, INC., a body corporate of the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Sixty-three Hundred Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-three Hundred Dollars ($6300.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five Dollars and three Cents ($35.03), commencing on the first day of December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of Victory Avenue as now laid out fifty-five feet wide and the extension easterly of the centre line of a party wall constructed in part on the land herein being described said point of beginning being also distant one hundred thirty-three feet one inch southerly measured along the said west line of Victory Avenue 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 centre line of said party wall so extended, the centre line of said party wall and the centre line 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 seventeen feet ten inches to the intersection formed by the westerly extension of the centre line of a party wall constructed in part on the land herein described, thence continuously south seventy-eight degrees east one hundred feet binding on the said centre line of said party wall so extended the centre line of said party wall and the centre line of said party wall extended easterly to intersect the said west line of Victory Avenue thence binding on the west line of said Victory Avenue south twelve degrees west seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 910 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, all bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, hot water heater and ranges (2), all of which accessories and equipment are herewith declared to be, by said Mortgagor, fixtures and permanent additions to the realty and intended to be included as part

of the security for this Mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, alleys, ways, waters, privileges, appurtenances and advantates 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, forever in fee simple

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (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, of 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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in

making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of MORRIS L. WORONOFF, its President

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs by Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY, That on this 29th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, the President of Victory Homes, Inc., the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is

the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs,
Notary Public.

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 117, etc., Mortgage Records

For Value Received, the Baltimore Federal Savings and Loan Association hereby assigns the aforegoing Mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA, this 29th day of October, 1943, without recourse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of JOSEPH M. HISLEY, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION
Joseph R. Schneider,
Secretary. By: Joseph M. Hisley, Vice-President.

Recorded Dec. 8" 1943, at 2 P.M., in Liber J.H.H.
No. 296, Folio 120, Land Records of Anne Arundel County.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure.

Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

Test: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA
A. T. Wolfsheimer BY S. Z. Rothschild, President.

Recorded August 7" 1944 at 9:00 A.M., in Liber J.H.H.
No. 296, Folio 120,etc. Land Records of Anne Arundel County
Filed Aug. 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word"Attorney" having been added merely for the purpose of identification of the Assignee;

AND WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unneccessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas

A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229, and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller — Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) — SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.) — Mary A. Weller

Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12:05 p.m. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder

assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee,
and Solicitor for Thomas A. deLauder,
assignee, and Solicitor for Sun Life
Insurance Company of America.

Filed Sept. 6" 1944.

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore - 2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 117 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered Thomas A. deLauder (SEAL)
in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY
Louis Mitnick as to Principal By Charles H. Cover
Attest: By Marie S. Quandt As to Surety. Attorney-in-Fact

Filed Sept. 6" 1944

STATEMENT OF MORTGAGE CLAIM

Property No. 910 Victory Avenue
To the original amount of principal indebtedness

secured by the mortgage filed in this case		$6,300.00
Less: This amount received on account of principal	$ 80.74	
This amount of balance to credit of expense account	65.04	145.78
		$6,154.22
With interest from June 1, 1944, to date of final ratification of Auditor's Account.		

Thomas A. deLauder
Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public.

Filed ____

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, assignee,
VS.
VICTORY HOMES, INC. Case 6

No. 8702 Equity
In the Circuit Court
for
Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 910 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Forty-two Hundred Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public

COPY OF ADVERTISEMENT mentioned in the foregoing Report of Sale:--

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 910 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 117, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday, September 29, 1944, 9:25 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the west line of Victory Avenue 133 feet 1 inch south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, fronting northwardly on Victory Avenue 17 feet 10 inches to centre line of party wall, with depth of even width westwardly 100 feet to east side of a 15 foot alley, with use thereof in common; known as 910 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2), SUBJECT TO RESTRICTIONS of record which will be announced at sale,

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4200.00

John H. Hopkins, 3rd., Clerk.

Filed October 7" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., November 3, 1944.

We hereby certify, that the annexed Order Nisi - Eq. #8702 Case #6 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 8 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. 10th., 1944

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark.

Filed Nov. 14" 1944

IRVIN SIEGAEL, Assignee,
use of Thomas A. deLauder, Assignee
VS.
VICTORY HOMES, INC. Case 6

No. 8702 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.

December 18, 1944. Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc.
in ac. with Thomas A. deLauder, Assignee.

	$	$
Assignee's Commission waived		
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale Order Nisi on	25.00	
Capital-Gazette Press - Report of sale Order Nisi on	5.00	
Capital-Gazette Press - Auditor's Acct	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Joseph M. Moses - Legal Services	10.00	
One-half Federal revenue stamps	2.47	
One-half State revenue stanps	2.10	
Miscellaneous expense	.23	64.80

To Assignee for Benefit Charges, viz:		
Water bill	$	$ 6.48
To Sun Life Insurance Co. of America, Mortgagee-		
this balance on account Mortgage Claim		4118.28
		$4228.56

Amount of mortgage claim filed	6154.22
Interest from 6/1/44 to 9/29/44 - 121 days	124.11
	6278.33
Credit Amount allowed as above	4118.28
Balance subject to decree in personam	$2160.05

Cr. Sept. 29, 1944	Proceeds of Sale (910 Victory Ave.)	$4200.00
	Refund 1944 taxes - 3 mos., 1 day	26.78
	Refund 1944 water charge - 3 mos., 1 day	1.78
		$4228.56

ORDER NISI.

ORDERED, This 20th 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 20th 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 20th day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 20" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., January 12, 1945

We hereby certify, that the annexed Order Nisi - Eq. 8702 Victory Homes, Inc. Case 6 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 January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feb. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8703 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 7	:	Anne Arundel County

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Filed Aug. 11" 1944 Solicitors for Complainant.

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6.30) MORTGAGE

THIS MORTGAGE, Made this 29th day of October, A.D. 1943, by and between VICTORY HOMES, INC., a body corporate of the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received, therefrom an advance of Sixty-three Hundred Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-three Hundred Dollars ($6300.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five Dollars and three Cents ($35.03), commencing on the first day of December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of Victory Avenue as now laid out fifty-five feet wide, and the extension easterly of the centre line of a party wall constructed in part on the land herein being described, said point of beginning being also distant one hundred fifty feet eleven inches southerly measured along the said west line of Victory Avenue 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 centre line of said party wall so extended, the centre line of said party wall and the centre line 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 seventeen feet ten inches to the intersection formed by the westerly extension of the centre line of a party wall constructed in part on the land herein described, thence continuously south seventy-eight degrees east one hundred feet binding on the said centre line of said party wall so extended, the centre line of said party wall and the centre line of said party wall extended easterly to intersect the said west line of Victory Avenue thence binding on the west line of said Victory Avenue south twelve degrees west seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 912 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, all bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, hot water heater and ranges (2), all of which accessories and equipment are herewith declared to be, by said Mortgagor, fixtures and permanent additions to the realty and intended to be included, as part of the security for this Mortgage.

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, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal

debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (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 aggregage 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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale,

to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of MORRIS L. WORONOFF, its President

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of October, 1943, before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, the President of Victory Homes, Inc., the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs

Notary Public

Recorded Dec. 8" 1943, at 2 P.M., in Liber J.H.H.

No. 296, Folio 169,etc., Mortgage Records

FOR VALUE RECEIVED, the Baltimore Federal Savings and Loan Association hereby assigns the aforegoing Mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA, this 29th day of October, 1943, without recourse, representation or warranty. WITNESS: the signature of said body corporate by the hand of JOSEPH M. HISLEY, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

ATTEST: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider, Secretary

By: Joseph M. Hisley, Vice-President.

Recorded Dec. 8, 1943, at 2 P.M. in Liber J.H.H.
No. 296, Folio 172, etc., Land Records of Anne Arundel County

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA.

A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded August 7" 1944 at 9:00 A.M., in Liber J.H.H.
No. 296, folio 172, etc., Land Records of Anne Arundel County

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317 and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land

Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller

Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated)

SUN LIFE INSURANCE COMPANY OF AMERICA.
By Stanford Z. Rothschild
President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.)

Mary A. Weller Notary Public

My Commission expires May 7th, 1945.

Recorded August 22nd, 1944 at 12:05 p.m. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee,
and Solicitor for Thomas A. deLauder,
assignee, and Solicitor for Sun Life
Insurance Company of America.

Filed Sept. 6" 1944

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore - 2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally,firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 169 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered Thomas A. deLauder (SEAL)

in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick as to principal By Charles H. Cover Attorney-in-Fact

Attest: By Marie S. Quandt As to Surety

Filed September 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 912 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,300.00
Less: This amount received on account of principal	$80.74	
This Amount of balance to credit of expense account	65.03	145.77
		$6,154.23
With interest from June 1, 1944, to date of final ratification of Auditor's Account		

Thomas A. deLauder

Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Set:

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public.

Filed Sept. 28" 1944.

IRVIN SIEGAEL, ASSIGNEE, No. 8703 Equity
use of Thomas A. deLauder, assignee In the Circuit Court
VS. for
VICTORY HOMES, INC. Case 7 Anne Arundel County.

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 912 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Forty-two Hundred Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale:--

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 912 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore

Federal Savings and Loan Association, dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 169, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday, September 29, 1944, 9:30 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the west line of Victory Avenue 150 feet 11 inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, fronting northwardly on Victory Avenue 17 feet 10 inches to centre line of party wall, with depth of even width westwardly 100 feet to east side of a 15 foot alley, with use thereof in common, known as 912 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2), SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4200.00

John H. Hopkins, 3rd., Clerk.

Filed October 7" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., November 3, 1944

We hereby certify, that the annexed Order Nisi - Eq. 8703 Case #7 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual com-

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

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE
use of Thomas A. deLauder, Assignee
VS.
VICTORY HOMES, INC. Case 7

No. 8703 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.

December 19, 1944. Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc.
in ac. with Thomas A. deLauder, Assignee

	$	$
Assignee's Commission waived		
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	25.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
One-half Federal revenue stamps	2.47	
One-half State revenue stamps	2.10	
Miscellaneous expense	.23	64.80
To Assignee for Benefit Charges, viz:		
Water bill		5.40
To Sun Life Ins. of America, Mortgagee-		
this balance on account mortgage claim		4119.36
		$4228.56

Amount of Mortgage Claim filed	6154.23
Interest from 6/1/44 to 9/29/44	124.11
	6278.34
Credit Amount allowed as above	4119.36
Balance subject to decree in personam	2158.98

Cr.	Sept. 29, 1944	Proceeds of Sale (912 Victory Ave.)	$4200.00
		Refund 1944 Taxes - 3 mos., 1 day	26.78
		Refund 1944 sewer charge - 3 mos., 1 day	1.78
			$4228.56

ORDER NISI.

ORDERED, This 20th 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 20th 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 20th., day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 20" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., January 12, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8703 Victory Homes, Inc. Case 7 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 January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8704 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 8	:	Anne Arundel County

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M.Moses

Irvin Siegael

Solicitors for Complainant

Filed Aug. 11" 1944.

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6.60) MORTGAGE

THIS MORTGAGE, Made this 29th day of October, A.D. 1943, by and between VICTORY HOMES,

INC., a body corporate of the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Sixty-six Hundred Dollars ($6600.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.
(The above paragraph is to be omitted if Mortgagee is not a building and loan association).

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-six hundred Dollars ($6600.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-six Dollars and seventy Cents ($36.70), commencing on the first day of December, 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 November, 1968.
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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of Victory Avenue as now laid out fifty-five feet wide, and the extension easterly of the centre line of a party wall constructed in part on the land herein being described, said point of beginning being also distant one hundred fifty feet eleven inches southerly measured along the said west line of Victory Avenue 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 centre line of said party wall so extended, the centre line of said party wall and the centre line 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-eight feet eleven and one-half inches, thence south seventy-eight degrees east one hundred feet to intersect the west line of said Victory Avenue, thence binding on the said west line of Victory Avenue north twelve degrees east twenty-eight feet eleven and one-half inches to the place of beginning. The improvements whereon are known as No. 914 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, all bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater and ranges (2), all of which accessories and equipment are herewith declared to be, by said Mortgagor, fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage

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, forever in fee simple

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (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 paragragh 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 Mortga-

gee 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 eligigle for insurance under the National Housing Act within 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months'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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, all bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater and ranges (2), all of which accessories and equipment are herewith declared to be, by said Mortgagor, fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage

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, forever in fee simple

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of MORRIS L. WORONOFF, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By Morris L. Woronoff - President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this twenty-ninth day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, the President of Victory Homes, Inc., the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs, Notary Public

Recorded Dec. 8" 1943, at 2 P.M., in Liber J.H.H.
No. 296, Folio 165, etc., Mortgage Records

FOR VALUE RECEIVED, the Baltimore Federal Savings and Loan Association hereby assigns the aforegoing Mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA, this 29th day of October, 1943, without reccurse, representation or warranty. WITNESS: the signature of said body corporate by the hand of JOSEPH M. HISLEY, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

ATTEST: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider, Secretary By: Joseph M. Hisley, Vice-President

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 168, __ Records of Anne Arundel County.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA.

A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded August 7" 1944 at 9:00 A.M., in Liber J.H.H.
No. 296, Folio 168 etc., Land Records of Anne Arundel County.

Filed Aug. 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229, and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all

of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated)

SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.)

Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses

Solicitor for Irvin Siegael, assignee, and Solicitor for Thomas A. deLauder, assignee, and Solicitor for Sun Life Insurance Company of America.

Filed Sept. 6" 1944.

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore - 2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors,

Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 165 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered Thomas A. deLauder (SEAL)

in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal By Charles H. Cover

Attest: By Marie S. Quandt As to Surety. Attorney-in-Fact.

Filed September 6" 1944.

STATEMENT OF MORTGAGE CLAIM

Property No. 914 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,600.00
Less: This amount received on account of principal	$84.59	
This amount of balance to credit of expense account	69.44	154.03
		$6,445.97
With interest from June 1, 1944, to date of final ratification of Auditor's Account		

Thomas A. deLauder

Assignee, Plaintiff.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said

cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public.

Filed Sept. 28th 1944.

IRVIN SIEGAEL, ASSIGNEE, No. 8704 Equity
use of Thomas A. deLauder, assignee, In the Circuit Court
VS. for
VICTORY HOMES, INC. Case 8 Anne Arundel County

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 914 Victory Ave. at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Forty-five Hundred Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 914 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 165, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday,

September 29, 1944, 9:35 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the west line of Victory Avenue 150 feet 11 inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, fronting southwardly on Victory Avenue 28 feet 11½ inches, with depth of even width westwardly 100 feet to east side of a 15 foot alley, with use thereof in common; known as 914 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments each apartment containing two rooms,kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2), SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4500.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., November 3, 1944.

We hereby certify, that the annexed Order Nisi - Eq. 8704 Case 8 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE
use of Thomas A. deLauder, Assignee
VS.
VICTORY HOMES, INC. Case 8

No. 8704 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.

December 18, 1944 Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc.
in ac. with Thomas A. deLauder, Assignee

	$	$
Assignee's Commission waived		
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	24.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
One-half Federal revenue stamps	2.48	
One-half State revenue stamps	2.25	
Stackhouse & Son -Commissions on rents collected	1.40	
Miscellaneous expense	.23	65.36
To Assignee for Benefit Charges, viz:		
Water bill		4.50
To Sun Life Insurance Co. of America, Mortgagee - this balance on account Mortgage Claim		4440.75
		$4549.61

Amount of mortgage claim filed	6445.97
Interest from 6/1/44 to 9/29/44 - 121 days	129.98
	6575.95
Credit Amount allowed as above	4440.75
Balance subject to decree in personam	2135.20

Cr. Sept. 29, 1944	Proceeds of Sale (914 Victory Ave.)	$4500.00
	Refund 1944 Taxes - 3 mos., 1 day	27.55

Refund 1944 sewer charge - 3 mos., 1 day	2.06
Rents collected	20.00
	$4549.61

ORDER NISI.

ORDERED, This 20th 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 20th 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 20th day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 20" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., January 12, 1945

We hereby certify, that the annexed Order Nisi - Eq. 8704 Victory Homes, Inc. Case 8 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 January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark.

Filed Feb. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8705 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 9	:	Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant

Filed Aug. 11" 1944

"COMPLAINANT'S EXHIBIT A"

(MD. STATE STAMPS $6.60) MORTGAGE

THIS MORTGAGE Made this 29th day of October, 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 BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of SIXTY-SIX HUNDRED DOLLARS ($6600.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIXTY-SIX HUNDRED Dollars ($6600.00), 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 Baltimore Federal Savings and Loan Association, 19 E. Fayette St., in Baltimore City, 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 December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of Victory Avenue, 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 two hundred eight feet ten and one-quarter inches, southerly measured along the said west line of Victory Avenue 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 center line of said party wall and the center line of said party wall ex-

tended 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-eight feet eleven and three-quarters inches; thence south seventy-eight degrees east one hundred feet to intersect the west line of said Victory Avenue; thence binding on the west line of said Victory Avenue south twelve degrees west twenty-eight feet eleven and three-quarters inches to the place of beginning. The improvements whereon are known as No. 916 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2), all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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.

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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 (30) days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantates shall in-

ure 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(s) of the Mortgagor(s) on the day and year first above written, and the signature of MORRIS L. WORONOFF, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 29th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared MORRIS L. WORONOFF, the President of VICTORY HOMES, INC., the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared WALTER S. CALWELL, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs, Notary Public

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 161,etc., Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, the Baltimore Federal Savings and Loan Association hereby assigns the aforegoing Mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA, this 29th day of October, 1943, without recourse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of JOSEPH M. HISLEY, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

ATTEST: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider
Secretary

By: Joseph M. Hisley, Vice-President

Recorded Dec. 8" 1943 at 2 P.M. in Liber J.H.H.
No. 296, Fol. 164, Records of Anne Arundel County.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA.

A. T. Wolfsheimer

By S. Z. Rothschild, President.

Recorded August 7, 1944 at 9:00 A.M., in Liber J.H.H.
No. 296, Folio 164, etc., Land Records of Anne Arundel County

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated)

SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.)

Mary A. Weller Notary Public
My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. C.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee, and Solicitor for Thomas A. deLauder, assignee, and Solicitor for Sun Life Insurance Company of America.

Filed Sept. 6" 1944.

BOND 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore - 2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 161 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the

trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered Thomas A. deLauder (SEAL)

in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal By Charles H. Cover Attorney-in-Fact.

Attest: By Marie S. Quandt As to Surety

Filed September 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 916 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,600.00
Less: This amount received on account of principal	$84.59	
This amount of balance to credit of expense account	69.44	154.03
		$6,445.97
With interest from June 1, 1944, to date of final ratification of Auditor's Account		

Thomas A. deLauder

Assignee, Plaintiff.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Filed Sept. 28" 1944

IRVIN SIEGAEL, ASSIGNEE, No. 8705 Equity

USE OF Thomas A. deLauder, assignee, In the Circuit Court

VS. for

VICTORY HOMES, INC. Case 9 Anne Arundel County

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days

having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 916 Victory Ave. at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Forty-three Hundred Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 916 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 161, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 9:40 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the west line of Victory Avenue 208 feet 10¼ inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, fronting northwardly on Victory Avenue 28 feet 11 3/4 inches with depth of even width westwardly 100 feet to east side of 15 foot alley, with use thereof in common, known as 916 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2). SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee
SAM W. PATTISON & CO., Auctioneers.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4300.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., November 3, 1944

We hereby certify, that the annexed Order Nisi - Eq. #8705 Case #9 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944

IRVIN SIEGAEL, ASSIGNEE
use of Thomas A. deLauder, Assignee
VS.
VICTORY HOMES, INC. Case 9

No. 8705 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.

December 18, 1944. Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc.
in ac. with Thomas A. deLauder, Assignee

	$	$
Assignee's Commission waived		
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00

	$	$
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale Order Nisi on	24.00	
Capital-Gazette Press - Report of Sale Order Nisi on	5.00	
Capital-Gazette Press - Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
One-half Federal revenue stamps	2.48	
One-half State revenue stamps	2.15	
Stackhouse & Son - Commission on Rents collected	3.22	
Miscellaneous expense	.23	67.08
To Assignee for Benefit Charges, viz:		
Water bill		6.12
To Sun Life Insurance Co. of America ,Mortgagee-		
this balance on account Mortgage claim		4263.41
		$4375.61

Amount of mortgage claim filed	6445.97
Interest from 6/1/44 to 9/29/44 - 121 days	129.98
	6575.95
Credit Amount allowed as above	4263.41
Balance subject to decree in personam	$2312.54

Cr. Sept. 29, 1944	Proceeds of Sale (916 Victory Ave.)	$4300.00
	Refund 1944 Taxes - 3 mos., 1 day	27.55
	Refund 1944 sewer charge - 3 mos., 1 day	2.06
	Rents collected	46.00
		$4375.61

ORDER NISI.

ORDERED, This 20th 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 20th 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 20th day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 20" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., January 12, 1945

We hereby certify, that the annexed Order Nisi - Eq. 8705 Victory Homes, Inc. Case 9. 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 January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feb. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8706 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 10	:	Anne Arundel County

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses
Irvin Siegael
Solicitors for Complainant

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A"

(MD. STATE STAMPS $6.30) MORTGAGE

THIS MORTGAGE, Made this 29th day of October, 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 BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of SIXTY-THREE HUNDRED Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIXTY-THREE HUNDRED Dollars ($6300.00), 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 Baltimore Federal Savings and Loan Association, 19 E Fayette St., in Baltimore City, 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 December, 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 November, 1968.

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 pri-

or 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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of Victory Avenue, 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 two hundred twenty-six feet eight and one-quarter inches southerly measured along the said west line of Victory Avenue 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 center line of said party wall and the center line 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 seventeen feet ten inches to the intersection formed by the westerly extension of the center line of a party wall constructed in part on the land herein described; thence continuously south seventy-eight degrees east one hundred feet binding on the said center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the said west line of Victory Avenue thence binding on the west line of Victory Avenue south twelve degrees west seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 918 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the buildings and improvements erected on the aforesaid lot or parcel of ground bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, hot water heater and ranges (2), all of which accessories and equipment are herewith declared to be by the said

Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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.

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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 (30) days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or J. Edward Adkins, Jr., its Attorney or Agent, at any time

after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of MORRIS L. WORONOFF, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff, President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared MORRIS L. WORONOFF, the President of VICTORY HOMES, INC., the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared WALTER S. CALWELL, the Agent of the with-

in body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public.

Recorded Dec. 8, 1943, at 2 P.M., in Liber J.H.H
No. 296, Folio 157, etc., Mortgage Records.

FOR VALUE RECEIVED, the Baltimore Federal Savings and Loan Association hereby assigns the aforegoing Mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of JOSEPH M. HISLEY, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

ATTEST: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider
Secretary.

By: Joseph M. Hisley Vice-President.

Recorded Dec. 8, 1943, at 2 P.M., in Liber J.H.H.
No. 296, Folio 160 __ Records of Anne Arundel County.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA

A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded August 7" 1944, at 9:00 A.M., in Liber J.H.H.
No. 296, Folio 160 etc., Land Records of Anne Arundel County.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unneccessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those

seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated)

SUN LIFE INSURANCE COMPANY OF AMERICA
By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.)

Mary A. Weller Notary Public
My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. C.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A.deLauder assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee, and Solicitor for Thomas A. deLauder, assignee, and Solicitor for Sun Life Insurance Company of America.

Filed Sept. 6" 1944

BOND 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore - 2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 157 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered Thomas A. deLauder (SEAL)

in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal By Charles H. Cover

Attest: By Marie S Quandt As to Surety Attorney-in-Fact

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 918 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,300.00
Less: This amount received on account of principal	$80.74	
This amount of balance to credit of expense account	65.04	145.78
		$6,154.22
With interest from June 1, 1944, to date of final ratification of Auditor's Account.		

Thomas A. deLauder

Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Filed Sept. 28" 1944

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, assignee
VS.
VICTORY HOMES, INC. Case 10

No. 8706 Equity
In the Circuit Court
for
Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 918 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Four Thousand Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 918 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 157, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday, September 29, 1944, 9:45 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the west line of Victory Avenue 226 feet 8¼ inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, fronting northwardly on Victory Avenue 17 feet 10 inches to centre line of party wall with depth of even width westwardly 100 feet to east side of a 15 foot alley, with use thereof in common, known as 918 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2). SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1944

We hereby certify, that the annexed Order Nisi - Eq #8706 Case #10 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual

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

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, Assignee
VS.
VICTORY HOMES, INC. Case 10

No. 8706 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.

December 18, 1944. Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc.
in ac. with Thomas A. deLauder, Assignee

Assignee's Commission waived	$	$
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	25.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.00	
Stackhouse & Son - Commissions on rents collected	6.10	
Miscellaneous expense	.23	70.53
To Assignee for Benefit Charges, viz:		
Water bill		7.92
To Sun Life Insurance Co. of America, Mortgagee- this balance on account Mortgage Claim		3998.11
		$4115.56

Amount of mortgage claim filed	6154.22
Interest from 6/1/44 to 9/29/44 - 121 days	124.11
	6278.33
Credit Amount allowed as above	3998.11
Balance subject to decree in personam	2280.22

Cr. Sept. 29, 1944	Proceeds of Sale (918 Victory Ave.)	$4000.00
	Refund 1944 Taxes - 3 mos., 1 day	26.78
	Refund 1944 sewer charge, 3 mos., 1 day	1.78
	Rents collected	87.00
		$4115.56

ORDER NISI.

ORDERED, This 20th 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 20th 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 20th day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 20" 1944

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 12, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8706 Victory Homes, Inc. Case 10 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 January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feb. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8707 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 11	:	Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant.

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A"

(MD. STATE STAMPS $6.30) MORTGAGE

THIS MORTGAGE, Made this 29th day of October, 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 BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of SIXTY-THREE HUNDRED Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and Loan Association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIXTY-THREE HUNDRED Dollars ($6300.00), 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 Baltimore Federal Savings and Loan Association, 19 E. Fayette St., in Baltimore City, 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 December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of Victory Avenue, 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 two hundred forty-four feet six and one-quarter inches southerly measured along the said west line of Victory Avenue 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 center line of said party wall and the center line 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 seventeen feet ten inches to the intersection formed by the westerly extension of the center line of a party wall constructed in part on the land herein described; thence continuously south seventy-eight degrees east one hundred feet binding on the said center line of said party wall so extended and the center line of said party wall and the center line of said party wall extended, easterly to intersect the said west line of Victory Avenue; thence binding on the said west line of Victory Avenue south twelve degrees west seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 920 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, hot water heater and ranges (2), all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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.

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 ---------- 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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 (30) days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and

commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of MORRIS L. WORONOFF, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff, President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 29th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared MORRIS L. WORONOFF, the President of VICTORY HOMES, INC., the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared WALTER S. CALWELL, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public

Recorded Dec. 8, 1943 at 2 P.M., in Liber J.H.H.
No. 296, folio 153, etc., Mortgage Records

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider
Secretary. By: Joseph M. Hisley, Vice-President

Recorded Dec. 8, 1943 at 2 P.M., in Liber J.H.H.
No. 296, folio 156, __ Records of Anne Arundel County

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: A. T. Wolfsheimer (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA
By S. Z. Rothschild, President.

Recorded August 7, 1944 at 9:00 A.M., in Liber J.H.H.
No. 296, Folio 156 etc., Land Records of Anne Arundel County.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189,205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

Test: Mary A. Weller — Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated)

SUN LIFE INSURANCE COMPANY OF AMERICA
By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me

Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.)

Mary A. Weller Notary Public

My commission expires May 7th,1945

Recorded August 22, 1944 at 12-05 P.M. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee,
and Solicitor for Thomas A. deLauder,
assignee, and Solicitor for Sun Life
Insurance Company of America.

Filed Sept. 6" 1944.

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore -2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 153 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the

trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered Thomas A. deLauder (SEAL)

in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal By Charles H. Cover

Attest: By Marie S. Quandt As to Surety Attorney-in-Fact

Filed September 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 920 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,300.00
Less: This amount received on account of principal	$ 80.74	
This amount of balance to credit of expense account	65.04	145.78
		$6,154.22
With interest from June 1, 1944, to date of final ratification of Auditor's Account.		

Thomas A. deLauder

Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Filed Sept. 28" 1944.

IRVIN SIEGAEL, ASSIGNEE, No. 8707 Equity

use of Thomas A. deLauder, assignee, In the Circuit Court

VS. for

VICTORY HOMES, INC. Case 11 Anne Arundel County

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above- entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the

undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 920 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Four Thousand Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 920 Victory Avenue, Brooklyn Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 153, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 9:50 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the west line of Victory Avenue 244 feet 6¼ inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, fronting northwardly on Victory Avenue 17 feet 10 inches to centre line of party wall, with depth of even width westwardly 100 feet to east side of a 15 foot alley, with use thereof in common known as 920 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2). SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public

charges and assessments, to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., November 3, 1944

We hereby certify, that the annexed Order Nisi - Eq #8707 Case #11 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE,	No. 8707 Equity
use of Thomas A. deLauder, Assignee	In the Circuit Court
VS.	for
VICTORY HOMES, INC. Case 11	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.

December 18, 1944. Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc.

in ac. with Thomas A. deLauder, Assignee

Assignee's Commission waived

To Assignee for Court costs, viz:

Plaintiff's Solicitor's appearance fee	$ 10.00	$
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	25.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.00	
Miscellaneous expense	.23	64.43
To Assignee for Benefit Charges, viz:		
Water bill		1.98
To Sun Life Insurance Co. of America, Mortgagee - this balance on account Mortgage Claim		3923.15
		$4028.56

Amount of mortgage claim filed	6154.22
Interest from 6/1/44 to 9/29/44	124.11
	6278.33
Credit Amount allowed as above	3923.15
Balance subject to decree in personam	2355.18

Cr. Sept. 29, 1944	Proceeds of Sale (920 Victory Ave.)	$4000.00
	Refund 1944 Taxes - 3 mos., 1 day	26.78
	Refund 1944 sewer charge - 3 mos., 1 day	1.78
		$4028.56

ORDER NISI.

Ordered, This 20th 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 be shown on or before the 20th 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 20th day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 20" 1944

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 12, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8707 Victory Homes, Inc., Case 11 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 January, 1945. The first insertion being made the 28 day of December, 1944.

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

Filed Feby. 7" 1945

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feb. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8708 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 12	:	Anne Arundel County

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant.

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A"

(MD. STATE STAMPS $6.30) MORTGAGE

THIS MORTGAGE, Made this 29th day of October, 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 BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of SIXTY-THREE HUNDRED Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIXTY-THREE HUNDRED Dollars ($6300.00), 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 Baltimore Federal Savings and Loan Association, 19 E. Fayette St., in Baltimore City, 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 December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of Victory Avenue, 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 two hundred sixty-two feet four and one-quarter inches southerly measured along the said west line of Victory Avenue 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 center line of said party wall and the center line 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 seventeen feet ten inches to the intersection formed by the westerly extension of the center line of a party wall constructed in part on the land herein described; thence continuously south seventy-eight degrees east one hundred feet binding on the said center line of said party wall so extended and the center line of said party wall and the center line of said party wall extended easterly to intersect the said west line of Victory Avenue; thence binding on the said west line of Victory Avenue south twelve degrees west seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 922 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, hot water heater and ranges (2), all of which accessories and equipment are herewith declared to be by the said Mortgagor, fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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.

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 assessements.

(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 conditions 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 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 the 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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 immeidately 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 (30) days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in

making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of MORRIS L. WORONOFF, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I Hereby Certify, That on this 29th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared MORRIS L. WORONOFF, the President of VICTORY HOMES, INC., the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared WALTER S. CALWELL, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he

is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs, Notary Public.

Recorded Dec. 8, 1943 at 2 P.M., in Liber J.H.H.
No. 296 Folio 149, etc., Mortgage Records

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without reccurse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider
Secretary

By: Joseph M. Hisley, Vice-President.

Recorded Dec. 8, 1943 at 2 P.M., in Liber J.H.H.
No. 296 Folio 152 ___ Records of Anne Arundel County

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA

A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded August 7, 1944 at 9:00 A.M., in Liber J.H.H.
No. 296 folio 152 etc., Land Records of Anne Arundel County.

Filed August 11" 1944

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy- four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios

101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgage having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller

Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated)

SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.)

Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944, at 12-05 P.M. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J.M. Moses

Solicitor for Irvin Siegael, assignee, and Solicitor for Thomas A. deLauder, assignee, and Solicitor for Sun Life Insurance Company of America.

Filed Sept. 6" 1944.

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore -2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 149 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered — Thomas A. deLauder (SEAL)

in the presence of — (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal — By Charles H. Cover

Attest: By Marie S. Quandt As to Surety — Attorney-in-Fact.

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM

Property No. 922 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,300.00
Less: This amount received on account of principal	$ 80.74	
This amount of balance to credit of expense account	65.04	145.78
		$6,154.22
With interest from June 1, 1944, to date of final ratification of Auditor's Account		

Thomas A. deLauder

Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Filed Sept. 28" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, assignee,
VS.
VICTORY HOMES, INC. Case 12

No. 8708 Equity
In the Circuit Court
for
Anne Arundel County.

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 922 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Four Thousand Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 922 Victory Avenue, Brooklyn Anne Arundel County, Md.

By virtue of power contained in a mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J. H.H. No. 296, folio 149, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 9:55 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the west line of Victory Avenue 262 feet 4¼ inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall fronting northwardly on Victory Avenue 17 feet 10 inches to centre line of party wall, with depth of even width westwardly 100 feet to east side of a 15 foot alley, with use thereof in common known as 922 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2). SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposits $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., November 3, 1944

We hereby certify, that the annexed Order Nisi - Eq. 8708 Case #12 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual

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

James Clark

Filed Nov. 14" 1944

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, Assignee
VS.
VICTORY HOMES, INC. Case 12

No. 8708 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.

December 18, 1944. Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc. in ac. with Thomas A. deLauder, Assignee

	$	$
Assignee's Commission waived		
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	25.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
Stackhouse & Son - Commissions on Rents collected	3.05	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.00	
Miscellaneous expense	.23	67.48
To Assignee for Benefit charges, viz:		
Water bill		15.08
To Sun Life Insurance Co. of America -Mortgagee -		
This balance on account Mortgage claim		3950.50
		$4072.06

Amount of mortgage claim filed	6154.22
Interest from 6/1/44 to 9/29/44	124.11
	6278.33
Credit Amount allowed as above	3950.50
Balance subject to decree in personam	2327.83

Cr.	Sept. 29, 1944	Proceeds of Sale (922 Victory Ave.)	$4000.00
		Refund 1944 Taxes - 3 mos., 1 day	26.78
		Refund 1944 sewer charges - 3 mos., 1 day	1.78
		Rents collected	43.50
			$4072.06

ORDER NISI.

ORDERED, This 20th 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 20th 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 20th day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 20" 1944

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 12, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8708 Victory Homes, Inc., Case 12 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 January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8709 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 13	:	Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant.

Filed August 11" 1944.

"COMPLAINANT'S EXHIIBIT A"

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of October, 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 BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of SIXTY-THREE HUNDRED Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIXTY-THREE HUNDRED Dollars ($6300.00), 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 Baltimore Federal Savings and Loan Association, 19 E Fayette St., in Baltimore City, 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 December, 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 November, 1968.

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 preceding to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of Victory Avenue, 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 two hundred eighty feet two and one-quarter inches southerly measured along the said west line of Victory Avenue 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 center line of said party wall and the center line 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 seventeen feet ten inches to the intersection formed by the westerly extension of the center line of a party wall constructed in part on the land herein described; thence continuously south seventy-eight degrees east one hundred feet binding on the said center line of said party wall so extended and the center line of said party wall and the center line of said party wall extended easterly to intersect the said west line of Victory Avenue; thence binding on the said west line of Victory Avenue south twelve degrees west seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 924 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, hot water heater and ranges (2), all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures, and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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.

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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 (30) days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making 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(s) of the Mortgagor(s) on the day and year first above written, and the signature of MORRIS L. WORONOFF, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff, President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I Hereby Certify, That on this 29th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared MORRIS L. WORONOFF, the President of VICTORY HOMES, INC., the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared WALTER S. CALWELL, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public

Recorded Dec. 8, 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 146, etc., Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without reccurse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider
Secretary By: Joseph M. Hisley, Vice-President.

Recorded Dec. 8, 1943, at 2 P.M., in Liber J.H.H.
No. 296, Folio 148, etc. ____ Records of Anne Arundel County.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA

A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded August 7, 1944 at 9:00 A.M. in Liber J.H.H.
No. 296, Folio 148, etc., Land Records of Anne Arundel County.

Filed August 11" 1944

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185/177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and/eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public

of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.)

Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee, and Solicitor for Thomas A. deLauder, assignee, and Solicitor for Sun Life Insurance Company of America.

Filed Sept. 6" 1944.

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore - 2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

WHEREAS, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 145 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered — Thomas A. deLauder (SEAL)

in the presence of — (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal — By Charles H. Cover

Attest: By Marie S. Quandt As to Surety — Attorney-in-Fact.

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 924 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,300.00
Less: This amount received on account of principal	$ 80.74	
This amount of balance to credit of expense account	65.03	145.77
		$6,154.23
With interest from June 1, 1944, to date of final ratification of Auditor's Account		

Thomas A. deLauder

Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) — Mary A. Weller, Notary Public.

Filed Sept 28" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, assignee
vs.
Victory Homes, Inc. Case 13

No. 8709 Equity
In the Circuit Court
for
Anne Arundel County

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 924 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Four Thousand Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 924 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 145, etc., (assigned by mesne assignments to Thomas A. deLauder) default continuing 30 days having occurred hereunder, the undersigned Assignee will sell at public auction on the premises on Friday, September 29, 1944 10:00 A. M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the west line of Victory Avenue 280 feet 2¼ inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, fronting northwardly on Victory Avenue 17 feet 10 inches to centre line of party wall, with depth of even width westwardly 100 feet to east side of a 15 foot alley, with use thereof in common, known as 924 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2), SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1944.

We hereby certify, that the annexed Order Nisi - Eq. 8709 Case 13 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, Assignee
VS.
VICTORY HOMES, INC. Case 13

No. 8709 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.

December 18, 1944.

Laura R. Jickling,
Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes,Inc.
in ac. with Thomas A. deLauder, Assignee
Assignee's Commission waived

	$	$
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	25.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
Stackhouse & Son - Commissions on Rents collected	6.09	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.00	
Miscellaneous expense	.23	70.52
To Assignee for Benefit charges, viz:		
Water bill		5.94
To Sun Life Insurance Co. of America,Mortgagee - this balance on account mortgage claim filed		4000.10
		$4115.56

Amount of mortgage claim filed	6154.23
Interest from 6/1/44 to 9/29/44 - 121 days	124.11
	6278.34
Credit Amount allowed as above	4000.10
Balance subject to decree in person	$2278.24

Cr. Sept. 29, 1944	Proceeds of Sale (924 Victory Ave.)	$4000.00
	Refund 1944 Taxes - 3 mos., 1 day	26.78
	Refund 1944 sewer charge - 3 mos., 1 day	1.78
	Rents collected	87.00
		$4115.56

ORDER NISI.

ORDERED, This 20th 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 20th 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 20th day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 20" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., January 12, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8709 Victory Homes, Inc., Case 13 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 January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8710 Equity
VS.	:	In The Circuit Court for
VICTORY HOMES, INC. Case 14	:	Anne Arundel County

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgaged marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6.30) MORTGAGE

THIS MORTGAGE, Made this 29th day of October, 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 BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate /duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of SIXTY-THREE HUNDRED Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIXTY-THREE HUNDRED Dollars ($6300.00,) 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 Baltimore Federal Savings and Loan

Association, 19 E. Fayette St., in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five Dollars and Three Cents ($35.03), commencing on the first day of December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of Victory Avenue, 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 two hundred ninety-eight feet one-quarter of an inch southerly measured along the said west line of Victory Avenue 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 center line of said party wall and the center line 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 seventeen feet ten inches to the intersection formed by the westerly extension of the center line of a party wall constructed in part on the land herein described; thence continuously south seventy-eight degrees east one hundred feet binding on said center line of said party wall so extended and the center line of said party wall and the center line of said party wall extended easterly to intersect the said west line of Victory Avenue; thence binding on the said west line of Victory Avenue south twelve degrees west seventeen feet ten inches to the place of beginning.

The improvements whereon are known as No. 926 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, hot water heater, ranges (2), all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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.

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 five mos. from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 (30) days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of MORRIS L. WORONOFF, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sädye B. Jacobs By Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 29th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared MORRIS L. WORONOFF, the President of VICTORY HOMES, INC., the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared WALTER S. CALWELL, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public.

Recorded Dec. 8, 1943, at 2 P.M., in Liber J.H.H.
No. 296, Folio 141, etc., Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without reccurse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider
Secretary

By: Joseph M. Hisley, Vice-President

Recorded Dec. 8, 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 144 __ Records of Anne Arundel County.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA.

A. T. Wolfsheimer. By S. Z. Rothschild, President.

Recorded August 7, 1944 at 9:00 A.M. in Liber J.H.H.
No. 296, folio 144, etc., Land Records of Anne Arundel County.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary de-

lay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller — Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) — SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.) — Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944, at 12-05 P.M. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee, and Solicitor for Thomas A. deLauder, assignee, and Solicitor for Sun Life Insurance Company of America.

Filed Sept. 6" 1944.

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore -2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 141 and assigned by mesne assignments to said Thomas A. deLauder,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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered Thomas A. deLauder (SEAL)
in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY
Louis Mitnick As to principal By Charles H. Cover,
Attest: Attorney-in-Fact.
By Marie S. Quandt As to Surety

Filed Sept. 6" 1944

STATEMENT OF MORTGAGE CLAIM.

Property No. 926 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,300.00
Less: This amount received on account of principal	$ 80.74	
This amount of balance to credit of expense account	65.03	145.77
		$6,154.23
With interest from June 1, 1944, to date of final ratification of Auditor's Account.		

Thomas A. deLauder
Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Filed Sept. 28" 1944

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, assignee,
VS.
VICTORY HOMES, INC. Case 14

No. 8710 Equity
In the Circuit Court
for
Anne Arundel County

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 926 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Four Thousand Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 926 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 141, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder; the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 10:05 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the west line of Victory Avenue 298 feet ¼ inch south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall fronting northwardly on Victory Avenue 17 feet 10 inches to centre line of party wall, with depth of even width westwardly 100 feet to east side of a 15 foot alley, with use thereof in common, known as 926 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2), SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk

Filed Oct. 7" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., November 3, 1944.

We hereby certify, that the annexed Order Nisi - Eq. #8710 Case #14 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE, No. 8710 Equity

use of Thomas A. deLauder, Assignee In the Circuit Court

VS. for

VICTORY HOMES, INC. Case 14 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.

December 18, 1944 Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc.
in ac. with Thomas A. deLauder, Assignee

Assignee's Commission waived	$	$
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale Order Nisi on	24.00	
Capital-Gazette Press - Report of Sale Order Nisi on	5.00	
Capital-Gazette Press - Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
One-half Federal revenue Stamps	2.20	
One-half State revenue stamps	2.00	
Miscellaneous expense	.23	63.43

To Assignee for Benefit charges, viz:

Water bill	$	$ 2.16
To Sun Life Insurance Co. of America, Mortgagee - this balance on account mortgage claim		3923.97
		$4028.56

Amount of mortgage claim filed	6154.23
Interest from 6/1/44 to 9/29/44 - 121 days	124.11
	6278.34
Credit Amount allowed as above	3923.97
Balance subject to decree in personam	2354.37

Cr. Sept. 29, 1944	Proceeds of Sale (926 Victory Ave.)	$4000.00
	Refund 1944 Taxes - 3 mos., 1 day	26.78
	Refund 1944 sewer charge - 3 mos., 1 day	1.78
		$4028.56

ORDER NISI.

ORDERED, This 20th 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 20th 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 20th day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 20" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., January 12, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8710 Victory Homes, Inc., Case 14 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 January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed Feby. 7" 1945

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8711 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 15	:	Anne Arundel County

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses
Irvin Siegael
Solicitors for Complainant.

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of October, 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 BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of SIXTY-THREE HUNDRED Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIXTY-THREE HUNDRED Dollars ($6300.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of Victory Avenue 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 three hundred fifteen feet ten and one-quarter inches southerly measured along the said west line of Victory Avenue 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 center line of said party wall and the center line 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 seventeen feet ten inches to the intersection formed by the westerly extension of the center line of a party wall constructed in part on the land herein described; thence continuously south seventy-eight degrees east one hundred feet binding on the said center line of said party wall so extended and the center line of said party wall and the center line of said party wall extended easterly to intersect the said west line of Victory Avenue thence binding on the said west line of Victory Avenue ~~thence binding on the said west line of Victory Avenue~~ south twelve degrees west seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 928 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER WITH and including as part of the building and improvements erected on the aforesaid lot or parcel of ground bath accessories (2) kitchen cabinets (2) medicine cabinets (2) lighting fixtures, laundry tubs, screens, hot water heater, ranges (2) all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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

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 the 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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale

of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written. and the signature of Morris L. Woronoff, its President.

WITNESS: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By Morris L. Woronoff President

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, the President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared WALTER S. CALWELL, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public.

Recorded Dec. 8", 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 121,etc., Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA

this 29th day of October, 1943, without recourse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

Attest:

Joseph R. Schneider (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND
Secretary LOAN ASSOCIATION
By: Joseph M. Hisley Vice-President

Recorded Dec. 8" 1943, at 2 P.M., in Liber J.H.H.
No. 296, Folio 124, Land Records of A.A.Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Wutness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA.
A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded August 7", 1944 at 9:00 A.M., in Liber J.H.H.
No. 296 Folio 124,etc. Land Records of A.A.Co.

Filed August 11" 1944

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and

437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.) Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee, and Solicitor for Thomas A. deLauder, assignee, and Solicitor fof Sun Life Insurance Company of America.

Filed Sept. 6" 1944

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore - 2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to

be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 121 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered — Thomas A. deLauder (SEAL)

in the presence of — (CORPORATE SEAL) — GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal — By Charles H. Cover

Attest: By Marie S. Quandt As to Surety — Attorney-in-Fact.

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 928 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,300.00
Less: This amount received on account of principal	$ 80.74	
This amount of balance to credit of expense account	65.04	145.78
		$6,154.22
With interest from June 1, 1944, to date of final ratification of Auditor's Account		

Thomas A. deLauder

Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and

true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Filed Sept. 28" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, assignee,
VS.
VICTORY HOMES, INC. Case 15

No. 8711 Equity
In the Circuit Court
for
Anne Arundel County

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 928 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Four Thousand Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public.

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 928 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 121, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the

undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 10:10 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the west line of Victory Avenue 315 feet 10¼ inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall fronting northwardly on Victory Avenue 17 feet 10 inches to centre line of party wall, with depth of even width westwardly 100 feet to east side of a 15 foot alley, with use thereof in common, known as 928 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2). SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., November 3, 1944.

We hereby certify, that the annexed Order Nisi - Eq. 8711 Case #15 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark.

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, Assignee
VS.
VICTORY HOMES, INC. Case 15

No. 8711 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.

December 18, 1944. Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc. in ac. with Thomas A. deLauder, Assignee.

Assignee's Commission waived	$	$
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale Order Nisi on	25.00	
Capital-Gazette Press - Report of Sale Order Nisi on	5.00	
Capital-Gazette Press - Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
Stackhouse & Son - Commissions on Rents collected	6.09	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.00	
Miscellaneous expense	.23	70.52
To Assignee for Benefit Charges, viz:		
Water bill		15.08
To Sun Life Insurance Co. of America, Mortgage- this balance on account mortgage claim		3990.96
		$4115.56

To Amount of Mortgage Claim filed	6154.22	
Interest from 6/1/44 to 9/29/44 - 121 days	124.11	
	6278.33	
Credit Amount allowed as above	3990.96	
Balance subject to decree in personam	2287.37	

Cr. Sept. 29, 1944	Proceeds of Sale (928 Victory Ave.)	$4000.00
	Refund 1944 Taxes - 3 mos., 1 day	26.78
	Refund 1944 sewer charge - 3 mos., 1 day	1.78
	Rents collected	87.00
		$4115.56

ORDER NISI.

ORDERED, This 20th 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 20th day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of __ successive weeks before the 20th day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 20" 1944.

Annapolis, Md., January 12, 1945.

CERTIFICATE OF PUBLICATION

We hereby certify, that the annexed Order Nisi - Eq. 8711 Victory Homes, Inc. Case 15 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 January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE,	:	No. 8712 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC.	:	Anne Arundel County

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of October, A.D. 1943, by and between VICTORY HOMES, INC., a body corporate of the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Sixty-three Hundred Dollars ($6300.00), the due execution of this mort-

gage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-three Hundred Dollars ($6300.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five Dollars and three Cents ($35.03), commencing on the first day of December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of Victory Avenue as now laid out fifty-five feet wide and the extension easterly of the centre line of a party wall constructed in part on the land herein being described, said point of beginning being also distant three hundred thirty-three feet eight and one-quarter inches southerly measured along the said west line of Victory Avenue 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 centre line of said party wall so extended the centre line of said party wall and the centre line 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 seventeen feet ten inches to the intersection formed by the westerly extension of the centre line of a party wall constructed in part on the land herein described, thence continuously south seventy-eight degrees east one hundred feet binding on the said centre line of said party wall so extended and the centre line of said party wall and the centre line of said party wall extended easterly to intersect the said west line of Victory Avenue thence binding on the said west line of Victory Avenue south twelve degrees west seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 930 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground all bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, hot water heater, and ranges (2), all of which accessories and equipment are herewith declared to be, by said Mortgagor, fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (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 (4%) 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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of MORRIS L. WORONOFF, its President

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By Morris L. Woronoff - President

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, the President of Victory Homes, Inc., the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public.

Recorded Dec. 8", 1943, at 2 P.M., in Liber J.H.H.
No. 296, Folio 125, etc., Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without reccurse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider
Secretary By: Joseph M. Hisley, Vice-President.

Recorded Dec. 8", 1943, at 2 P.M., in Liber J.H.H.
No. 296, Folio 128, Land Records of A.A.Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA.

A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded August 7, 1944 at 9:00 A.M., in Liber J.H.H.
No. 296, Folio 128, etc., Land Records of A.A.Co.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of

America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325,281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller — Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) — SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.) — Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee,
and Solicitor for Thomas A. deLauder,
assignee, and Solicitor for Sun Life
Insurance Company of America.

Filed Sept. 6" 1944.

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore - 2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administtators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 125 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its

Attorney-in-Fact, the day and year first above written.

Signed, sealed and delivered Thomas A. deLauder (SEAL)

in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal By Charles H. Cover

Attest: By Marie S. Quandt As to Surety Attorney-in-Fact.

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 930 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,300.00
Less, This amount received on account of principal	$ 80.74	
This amount of balance to credit of expense account	$ 65.04	145.78
		$6,154.22

With interest from June 1, 1944, to date of final ratification of Auditor's Account.

Thomas A. deLauder
Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Filed Sept. 28" 1944

IRVIN SIEGAEL, ASSIGNEE No. 8712 Equity

use of Thomas A. deLauder, assignee, In the Circuit Court

VS. for

VICTORY HOMES, INC. Case 16 Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 930 Victory Ave., at public auc-

tion on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Four Thousand Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public.

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 930 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 125, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 10:15 A.M. (E.W.T.)

all that lot of ground in said County, this described:

BEGINNING on the west line of Victory Avenue 333 feet 8¼ inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall fronting northwardly on Victory Avenue 17 feet 10 inches to centre line of party wall, with depth of even width westwardly 100 feet to east side of a 15 foot alley, with use thereof in common, known as 930 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2). SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee
SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk

Filed Oct. 7" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., November 3, 1944

We hereby certify, that the annexed Order Nisi - Eq. 8712 Case #16 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE
use of Thomas A. deLauder, Assignee
VS.
VICTORY HOMES, INC. Case 16

No. 8712 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.

December 18, 1944. Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc.
in ac. with Thomas A. deLauder, Assignee

	$	$
Assignee's Commission waived		
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00

To Assignee for Expenses, viz:	$	$
Capital-Gazette Press - advertising sale Order Nisi on	25.00	
Capital-Gazette Press - Report of Sale Order Nisi on	5.00	
Capital-Gazette Press - Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
Stackhouse & Son - Commissions on Rents collected	2.10	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.00	
Miscellaneous expense	.23	66.53
To Assignee for Benefit Charges, viz:		
Water bill		4.32
To Sun Life Insurance Co. of America, Mortgagee-		
this balance on account mortgage claim		3948.71
		$4058.56

Amount of Mortgage claim filed	6154.22
Interest from 6/1/44 to 9/29/44 - 121 days	124.11
	6278.33
Credit Amount allowed as above	3948.71
Balance subject to decree in personam	2329.62

Cr. Sept. 29, 1944	Proceeds of Sale (930 Victory Ave.)	$4000.00
	Refund 1944 Taxes - 3 mos., 1 day	26.78
	Refund 1944 sewer charges, 3 mos., 1 day	1.78
	Rents collected	30.00
		$4058.56

ORDER NISI.

ORDERED, This 20th 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 20th 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 20th day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 20" 1944.

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 12, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8712 Victory Homes, Inc., Case 16 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 January, 1945. The first insertion being made the 28 day of December, 1944

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8713 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 17	:	Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant.

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A"

(MD. STATE STAMPS $6.60) MORTGAGE.

THIS MORTGAGE, Made this 29th day of October, A. D. 1943, by and between VICTORY HOMES, INC., a body corporate of the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Sixty-six Hundred Dollars ($6600.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-six Hundred Dollars ($6600.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-six Dollars and seventy Cents ($36.70), commencing on the first day of December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the west line of Victory Avenue as now laid out fifty-five feet wide and the extension easterly of the centre line of a party wall constructed in part on the land herein being described, said point of beginning being also distant three hundred thirty-three feet eight and one-quarter inches southerly measured along the said west line of Victory Avenue 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 centre line of said party wall so extended the centre line of said party wall and the centre line 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 fifty-one feet eight inches, thence binding on the northeast and north lines of a fifteen foot alley now laid out with the right of user thereof in common with others the following courses and distances - south forty-five degrees eleven minutes thirty-six seconds east twenty-five feet two and one-half inches, north seventy-seven degrees thirty-six minutes forty-seven seconds east ninety-four feet nine and one-half inches to intersect the west line of said Victory Avenue thence binding on the west line of said Victory Avenue north twelve degrees east twenty-one feet three and three-quarters inches to the place of beginning. The improvements whereon are known as No. 932 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, all bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater and ranges (2), all of which accessories and equipment are herewith declared to be, by said Mortgagor,

fixtures and permanent additions to realty and intended to be included as part of the security for this Mortgage

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, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (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 be 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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 suc-

cessors and assigns, or J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all 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(s) of the Mortgagor(s) on the day and year first above written, and the signature of MORRIS L. WORONOFF, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By Morris L. Woronoff - President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 29th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, the President of Victory Homes, Inc., the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared Walter S. Calwell, the Agent of the with-

in body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public.

Recorded Dec. 8", 1943 at 2 P.M., in Liber J.H.H.
No. 296, folio 133, etc. Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty. WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

Attest:

Joseph R. Schneider (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND
Secretary LOAN ASSOCIATION
By: Joseph M. Hisley, Vice-President.

Recorded Dec. 8", 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 136, Land Records of A. A. Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA.
A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded August 7" 1944 at 9:00 A.M., in Liber J.H.H.
No. 296, Folio 136, etc., Land Records of A. A. Co.

Filed August 11" 1944

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder,

of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller — Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) — SUN LIFE INSURANCE COMPANY OF AMERICA By Stanford Z. Rothschild President.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.) — Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A. D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee and Solicitor for Thomas A. deLauder, assignee, and Solicitor for Sun Life Insurance Company of America.

Filed Sept. 6" 1944

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore - 2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 133 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLICATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered — Thomas A. deLauder (SEAL)

in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal — By Charles H. Cover,

Attest: By Marie S. Quandt As to Surety — Attorney-in-Fact.

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 932 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,600.00
Less: This amount received on account of principal	$ 84.59	
This amount of balance to credit of expense account	70.55	155.14
		$6,444.86
With interest from June 1, 1944, to date of final ratification of Auditor's Account.		

Thomas A. deLauder

Assignee, Plaintiff.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just 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) Mary A. Weller Notary Public

Filed Sept. 28" 1944.

IRVIN SIEGAEL, ASSIGNEE, No. 8713 Equity
use of Thomas A. deLauder, assignee, In the Circuit Court
VS. for
VICTORY HOMES, INC. Case 17 Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 932 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Forty-three Hundred Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 932 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 133, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 10:20 A.M. (E.W.T)

all that lot of ground in said County, thus described:

BEGINNING on the west line of Victory Avenue 333 feet 8¼ inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, and running thence westwardly through centre of said wall 100 feet to east side of 15 foot alley, thence southwardly thereon, with use thereof in common, 51 feet 8 inches, thence binding on northeast and north side of a 15 foot alley, with use thereof in common, south 45 degrees 11 minutes 36 seconds east 25 feet 2½ inches and north 77 degrees 36 minutes 47 seconds east 94 feet 9½ inches to west side of Victory Avenue, and thence northwardly thereon 21 feet 3 3/4 inches to beginning; known as 932 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets, (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2), SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee.

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4300.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1944

We hereby certify, that the annexed Order Nisi - Eq. 8713 Case #17 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 8 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. 10th., 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE,	No. 8713 Equity
use of Thomas A. deLauder, assignee	In the Circuit Court
VS.	for
VICTORY HOMES, INC. Case 17	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.

December 18 - 1944 Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc.

in ac.with Thomas A. deLauder, Assignee

Assignee's Commission waived	$	$
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	28.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
Stackhouse & Son - Commissions on Rents collected	4.57	
One-half Federal revenue stamps	2.48	
One-half State revenue stamps	2.15	
Miscellaneous expense	.23	72.43
To Assignee for Benefit Charges, viz:		
Water bill		13.09
To Sun Life Insurance Co. of America, Mortgagee - this balance on account mortgage claim		4269.49
		$4394.01

Amount of mortgage claim filed	$6444.86
Interest from 6/1/44 to 9/29/44 - 121 days	129.97
	6574.83
Credit Amount allowed-as above	4269.49
Balance subject to decree in personam	$2305.34

Cr. Sept. 29, 1944	Proceeds of Sale (932 Victory Ave.)	$4300.00
	Refund 1944 Taxes - 3 mos., 1 day	26.97
	Refund 1944 sewer charge - 3 mos., 1 day	1.79
	Rents collected	65.25
		$4394.01

ORDER NISI.

ORDERED, This 20th 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 20th 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 20th day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 20" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., January 12, 1945.

We hereby certify, that the annexed Order Nisi Eq. 8713 Victory Homes, Inc. Case 17 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 January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8714 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 18	:	Anne Arundel County

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael
Solicitors for Complainant.

Filed August 11" 1944

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6.60) MORTGAGE.

THIS MORTGAGE, Made this 29th day of October, 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 BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of SIXTY-SIX HUNDRED Dollars ($6600.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIXTY-SIX HUNDRED Dollars ($6600.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-six and 70/100 Dollars ($36.70), commencing on the first day of December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the east line of Victory Ave-

nue as now laid out fifty-five feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant thirty feet eight and three eighths inches southerly measured along the east line of Victory Avenue from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously south seventy-eight degrees east one hundred six feet five and seven eighths inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a fifteen foot alley there laid out; thence binding on the west line of said fifteen foot alley with the use thereof in common north fifteen degrees six minutes east ninety-nine feet ten and seven-eighths inches to intersect the south line of said Townsend Avenue as now laid out thirty feet wide; thence binding on the said south line of Townsend Avenue the two following courses and distances south sixty-seven degrees eight minutes west one hundred twenty-one feet nine and five-eighths inches and north seventy-eight degrees west twelve feet no inches to intersect the said east line of Victory Avenue, said point of intersection being also the northwesternmost corner of the land herein described; thence binding on the said east line of Victory Avenue south twelve degrees west thirty feet eight and three eighths inches to the place of beginning. The improvements whereon are known as No. 901 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

SUBJECT to the reservation of a strip six feet in width along the north and northeast sides of said lot for the widening of Townsend Avenue.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground bath accessories (2) kitchen cabinets (2) medicine cabinets (2) lighting fixtures, laundry tubs, screens, water heater, ranges (2) all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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

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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first

insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written. and the signature of Morris L. Woronoff, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 29th day of October, 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 of said body corporate.

At the same time also personally appeared WALTER S. CALWELL, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as there in 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) Sadye B. Jacobs, Notary Public

Recorded Dec. 8" 1943 at 2 P.M. in Liber J.H.H.

No. 296, Folio 93,etc., Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing Mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider
Secretary By Joseph M. Hisley, Vice-President.

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 96, etc., Land Records of A.A.Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

Test: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA.

A. T. Wolfsheimer

By S. Z. Rothschild, President.

Recorded August 7" 1944 at 9:00 A.M. in Liber J.H.H.
No. 296, Folio 96, etc., Land Records of A.A.Co.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Lide Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal

of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller Irvin Siegael, (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.) Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses

Solicitor for Irvin Siegael, assignee, and Solicitor for Thomas A. deLauder, assignee, and Solicitor for Sun Life Insurance Company of America.

Filed Sept. 6" 1944

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore -2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors , Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 93 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body-corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered — Thomas A. deLauder (SEAL)

in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal — By Charles H. Cover

Attest: By Marie S. Quandt As to Surety — Attorney-in-Fact.

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 901 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,600.00
Less: This amount received on account of principal	$84.59	
This amount of balance to credit of expense account	69.13	153.72
		$6,446.28
With interest from June 1, 1944, to date of final ratification of Auditor's Account.		

Thomas A. deLauder

Assignee, Plaintiff.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Filed Sept. 28" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, assignee
VS.
VICTORY HOMES, INC. Case 18

No. 8714 Equity
In the Circuit Court
for
Anne Arundel County

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 901 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Forty-five Hundred Dollars; taxes and all other public charges, and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 901 Victory Avenue, Brooklyn Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 93, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 10:25 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on east line of Victory Avenue 30 feet 8 3/8 inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, thence eastwardly, through

centre of said wall, 106 feet 5 7/8 inches to west side of 15 foot alley, thence northwardly thereon, with use thereof in common, 99 feet 10 7/8 inches, to south line of Townsend Avenue as aforesaid, thence on said side of Townsend Avenue south 67 degrees 8 minutes west 121 feet 9 5/8 inches and north 78 degrees west 12 feet to east line of Victory Avenue, and thence southwardly thereon 30 feet 8 3/8 inches to beginning; known as 901 Victory Avenue; subject to reservation of strip six feet in width along the north and northeast sides of said lot for the widening of Townsend Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.
Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2), SUBJECT TO RESTRICTIONS of record which will be announced at sale,

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.
Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4500.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7th. 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., November 3, 1944

We hereby certify, that the annexed Order Nisi - Eq. #8714 Case #18 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE
use of Thomas A. deLauder, Assignee
VS.
VICTORY HOMES, INC. Case 18

No. 8714 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.

December 18, 1944. Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes,Inc.
in ac. with Thomas A. deLauder, Assignee

	$	$
Assignee's Commission waived		
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	30.00	
Capital-Gazette Press - Order Nisi on Report of sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
Stackhouse & Son - Commissions on Rents collected	7.77	
One-half Federal revenue stamps	2.48	
One-half State revenue stamps	2.25	
Miscellaneous expense	.23	77.73
To Assignee for Benefit charges, viz:		
Water bill		8.10
To Sun Life Insurance Co. of America, Mortgagee-		
this balance on account mortgage claim		4516.04
		$4640.87

Amount mortgage claim filed	6446.28
Interest from 6/1/44 to 9/29/44 - 121 days	130.00
	6576.28
Credit Amount allowed as above	4516.04
Balance subject to decree in personam	2060.24

Cr. Sept. 29, 1944	Proceeds of Sale (901 Victory Ave.)	$4500.00
	Refund 1944 Taxes - 3 mos., 1 day	27.73
	Refund 1944 sewer charge - 3 mos., 1 day	2.14
	Rents collected	111.00
		$4640.87

ORDER NISI.

ORDERED, This 20th 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 20th 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 20th day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 20" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., January 12, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8714 Victory Homes, Inc., Case 18 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 January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8715 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 19	:	Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant.

Filed August 11" 1044.

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of October, 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 BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of SIXTY-THREE HUNDRED Dollars ($6300.00), the due execution of this

mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIXTY-THREE HUNDRED Dollars ($6300.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the east line of Victory Avenue as now laid out fifty five feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant thirty feet eight and three eighths inches southerly measured along the said east line of said Victory Avenue from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously south seventy-eight degrees east one hundred six feet five and seven-eighths inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a fifteen foot alley there situate; thence binding on the west line of said alley with the use thereof in

common south fifteen degrees six minutes west seventeen feet ten and three-eighths inches to the intersection formed by the easterly extension of the center line of a party wall constructed in part on the land herein described; thence continuously north seventy-eight degrees west one hundred five feet six and one-quarter inches binding on the said center line of said party wall so extended, the centerline of said party wall and the centerline of the said party wall extended westerly to intersect the said east line of said Victory Avenue; thence binding on the east line of Victory Avenue north twelve degrees east seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 903 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground bath accessories (2) kitchen cabinets (2) medicine cabinets (2) lighting fixtures, laundry tubs, screens, hot water heater, ranges (2) all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied

by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written. and the signature of Morris L. Woronoff, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff President.

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of October, 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 of said body corporate.

At the same time also personally appeared WALTER S. CALWELL, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public

Recorded Dec. 8" 1943 at 2 P.M. in Liber J.H.H.
No. 296, Folio 89, etc., Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty. WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION
Joseph R. Schneider,
Secretary By: Joseph M. Hisley Vice- President.

Recorded Dec. 8" 1943, at 2 P.M., in Liber J.H.H.
No. 296 Folio 92, Land Records of A.A.Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA

A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded August 7" 1943, at 9:00 A.M.,in Liber J.H.H.
No. 296, Folio 92,etc., Land Records of A. A. Co.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165,161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller

Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated)

SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller) (Notary Public) (Baltimore, Md.)

Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee,
and Solicitor for Thomas A. deLauder,
assignee, and Solicitor for Sun Life
Insurance Company of America.

Filed Sept. 6" 1944.

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore - 2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 89 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill

any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered Thomas A. deLauder (SEAL)
in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY
Louis Mitnick As to principal By Charles H. Cover,
Attest: By Marie S. Quandt As to Surety Attorney-in-Fact.

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 903 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,300.00
Less: This amount received on account of principal	$ 80.74	
This amount of balance to credit of expense account	65.04	145.78
		$6,154.22
With interest from June 1, 1944, to date of final ratification of Auditor's Account		

Thomas A. deLauder
Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Set.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public.

Filed Sept. 28" 1944.

IRVIN SIEGAEL, ASSIGNEE, No. 8715 Equity
use of Thomas A. deLauder, assignee, In the Circuit Court
VS. for
VICTORY HOMES, INC. Case 19 Anne Arundel County.

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days

having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 903 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Four Thouand Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 903 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 89, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 10:30 A.M. (E.W.T.)
all that lot of ground in said County, thus described:

BEGINNING on east line of Victory Avenue 30 feet 8 3/8 inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, thence eastwardly through centre of said wall 106 feet 5 7/8 inches to west side of 15 foot alley; thence southwardly thereon, with use thereof in common, 17 feet 10 3/8 inches to line of centre of party wall, thence westwardly through centre of said wall 105 feet 6¼ inches to east line of Victory Avenue, thence northwardly thereon 17 feet 10 inches to beginning; known as 903 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.
Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2). SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.
Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee
SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., November 3, 1944

We hereby certify, that the annexed Order Nisi - Eq. #8715 Case #19 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark.

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, Assignee
VS.
VICTORY HOMES, INC. Case 19

No. 8715 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.

December 18, 1944.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc. in ac. with Thomas A. deLauder, Assignee

Assignee's Commission waived.

To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	$ 10.00	$
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale Order Nisi on	27.00	
Capital-Gazette Press - Report of Sale Order Nisi on	5.00	
Capital-Gazette Press - Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
Stackhouse & Son - Commissions on Rents collected	3.05	
One-half Federal Revenue stamps	2.10	
One-half State Revenue stamps	2.00	
Miscellaneous expense	.23	69.38
To Assignee for Benefit charges, viz:		
Water bill		3.06
To Sun Life Insurance Co. of America, Mortgagee - this balance on account mortgage claim		3960.62
		$4072.06

Amount of mortgage claim filed	6154.22
Interest from 6/1/44 to 9/29/44 - 121 days	124.11
	6278.33
Credit Amount allowed as above	3960.62
Balance subject to decree in personam	2317.71

Cr. Sept. 29, 1944	Proceeds of Sale (903 Victory Ave.)	$4000.00
	Refund 1944 Taxes - 3 mos., 1 day	26.78
	Refund 1944 sewer charge - 3 mos., 1 day	1.78
	Rents collected	43.50
		$4072.06

ORDER NISI.

ORDERED, This 20th 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 20th 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 20th day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 20" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., January 12, 1945

We hereby certify, that the annexed Order Nisi - Eq. 8715 Victory Homes, Inc. Case 19 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 January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feby. 20" 1945.

No. 8716 Equity

IRVIN SIEGAEL, ASSIGNEE, :

VS. :

VICTORY HOMES, INC. Case 20 :

In the Circuit Court for Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant.

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A"

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of October, 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 BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of SIXTY-THREE HUNDRED Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIXTY-THREE HUNDRED Dollars ($6300.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of December, 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 November, 1968. 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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the east line of Victory Avenue as now laid out fifty-five feet wide and the extension westerly 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-eight feet six and three-eighths inches southerly measured along the said east line of said Victory Avenue from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously south seventy-eight degrees east one hundred five feet six and one-quarter inches binding on the center line of said party wall so extended, the centerline of said party wall and the center line of said party wall extended easterly to intersect the west line of a fifteen foot alley there situate; thence binding on the west line of said alley with the use thereof in common south fifteen degrees six minutes west seventeen feet ten and three eighths inches to the intersection formed by the easterly extension of the center line of a party wall constructed in part on the land herein described; thence continuously north seventy-eight degrees west one hundred four feet six and three quarters inches binding on the said center line of said party wall so extended the center line of said party wall and the center line of the said party wall extended westerly to intersect the said east line of said Victory Avenue; thence binding on the east line of Victory Avenue north twelve degrees east seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 905 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as a part of the building and improvements erected on the aforesaid lot of parcel of ground bath accessories, (2) kitchen cabinets (2) medicine cabinets (2) lighting fixtures, laundry tubs, screens, hot water heater, ranges (2) all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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

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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following man - ner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal(s) of the Mortgagor(s) on the day and year first above written. and the signature of Morris L. Woronoff, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff President.

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of October, 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 of said body corporate.

At the same time also personally appeared WALTER S. CALWELL, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public.

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296 Folio 129, etc. Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing Mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty. WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider
Secretary

By: Joseph M. Hisley Vice-President.

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 132, Land Records of A. A. Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA.

A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded August 7" 1944 at 9:00 A.M., in Liber J.H.H.
No. 296, Folio 132, etc., Land Records of A. A. Co.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins

in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller — Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) — SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.) — Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit

in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee,
and Solicitor for Thomas A. deLauder,
assignee, and Solicitor for Sun Life
Insurance Company of America.

Filed Sept. 6" 1944

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore - 2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

WHEREAS, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 129 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered Thomas A. deLauder (SEAL)
in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY
Louis Mitnick As to principal. By Charles H. Cover
Attest: By Marie S. Quandt As to Surety Attorney-in-Fact.

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 905 Victory Avenue

To the original amount of principal indebtedness ----------

secured by the mortgage filed in this case		$6,300.00
Less: This amount received on account of principal	$80.74	
This amount of balance to credit of expense account	65.04	145.78
With interest from June 1, 1944, to date of		$6,154.22
final ratification of Auditor's Account		

Thomas A. deLauder
Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Filed Sept. 28" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, assignee,
VS.
VICTORY HOMES, INC. Case 20

No. 8716 Equity
In the Circuit Court
for
Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 905 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Four Thousand Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of

Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public.

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 905 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 129, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday Septemner 29, 1944, 10:35 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the east line of Victory Avenue 48 feet 6 3/8 inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, thence eastwardly through centre of said wall 105 feet 6¼ inches to west side of 15 foot alley, thence southwardly thereon, with use thereof in common, 17 feet 10 3/8 inches to line of centre of party wall, thence westwardly through centre of said wall 104 feet 6 3/4 inches to east line of Victory Avenue, thence northwardly thereon 17 feet 10 inches to beginning; known as 905 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2). SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7th, 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., November 3, 1944

We hereby certify, that the annexed Order Nisi - Eq. 8716 Case #20 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 8 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. 10" 1944

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

Irvin Siegael, Assignee, No. 8716 Equity
use of Thomas A. deLauder, Assignee In the Circuit Court
VS. for
Victory Homes, Inc. Case 20 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.

December 18, 1944. All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc.
in ac. with Thomas A. deLauder, Assignee

	$	$
Assignee's Commission waived		
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	27.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
One-half Federal revenue stamps	2.10	
One-half State revenue stamps	2.00	
Miscellaneous expense	.23	66.33

	$	$
To Assignee for Benefit charges, viz:		
Water bill		4.68
To Sun Life Insurance Company of America, Mortgagee-		
this balance on account mortgage claim		3918.55
		$4028.56

Amount of mortgage claim filed	6154.22
Interest from 6/1/44 to 9/29/44 - 121 days	124.11
	6278.33
Credit amount allowed as above	3918.55
Balance subject to decree in personam	2359.78

Cr. Sept. 29, 1944	Proceeds of Sale (905 Victory Ave.)	$4000.00
	Refund 1944 Taxes - 3 mos., 1 day	26.78
	Refund 1944 sewer charge - 3 mos., 1 day	1.78
		$4028.56

ORDER NISI.

ORDERED, This 20th 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 20th 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 20th day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 20" 1944.

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 12, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8716 Victory Homes, Inc. Case 20 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 January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE
VS.
VICTORY HOMES, INC. Case 21

No. 8717 Equity
In the Circuit Court for
Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses
Irvin Siegael
Solicitors for Complainant.

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6.30) MORTGAGE

THIS MORTGAGE, made this 29th day of October, 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 BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of SIXTY-THREE HUNDRED Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIXTY-THREE HUNDRED Dollars ($6300.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03) commencing on the first day of December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the east line of Victory Avenue as now laid out fifty five feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant sixty-six feet four and three-eighths inches southerly measured along the said east line of said Victory Avenue from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously south seventy-eight degrees east one hundred four feet six and three quarters inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a fifteen foot alley there situate; thence binding on the west line of said alley with the use thereof in common south fifteen degrees six minutes west seventeen feet ten and three eighths inches to the intersection formed by the easterly extension of the center line of a party wall constructed in part on the land herein described; thence continuously north seventy-eight degrees west one hundred three feet seven and one-eighth inches binding on the said center line of said party wall so extended the center line of said party wall and the center line of the said party wall extended westerly to intersect the said east line of said Victory Avenue; thence binding on the east line of Victory Avenue north twelve degrees east seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 907 Victory Avenue.

Being a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground bath accessories (2) kitchen cabinets (2) medicine cabinets (2) lighting fixtures, laundry tubs, screens, hot water heater, ranges (2) all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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.

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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue

of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of Morris L. Woronoff, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By Morris L. Woronoff President

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, the President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared WALTER S. CALWELL, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs, Notary Public.

Recorded Dec. 8" 1943 at 2 P.M. in Liber J.H.H.
No. 296, Folio 113, etc. Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF

AMERICA this 29th day of October, 1943, without recourse, representation or warranty. WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider
Secretary

By: Joseph M. Hisley Vice-President.

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 116, ---- Land Records of A.A.Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA.

A. T. Wolfsheimer

By S. Z. Rothschild, President.

Recorded August 7" 1944 at 9:00 A.M., in Liber J.H.H.
No. 296, Folio 116, etc. Land Records of A. A. Co.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records

in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller — Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) — SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.) — Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee, and Solicitor for Thomas A. deLauder, assignee, and Solicitor for Sun Life Insurance Company of America.

Filed Sept. 6" 1944.

BOND 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore - 2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors,

Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 113 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered — Thomas A. deLauder (SEAL)

in the presence of — (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal — By Charles H. Cover

Attest: by Marie S. Quandt As to Surety. — ATTORNEY-IN-FACT.

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 907 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,300.00
Less: This amount received on account of principal	$80.74	
This amount of balance to credit of expense account	$65.04	145.78
		$6,154.22
With interest from June 1, 1944 to date of final ratification of Auditor's Account.		

Thomas A. deLauder

Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public.

Filed Sept. 28" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, assignee
VS.
VICTORY HOMES, INC. Case 21

No. 8717 Equity
In the Circuit Court
for
Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 907 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Four Thousand Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public.

Copy of Advertisement mentioned in the foregoing Report of Sale:

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 907 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 113, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 10:40 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the east line of Victory Avenue 66 feet 4 3/8 inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, thence eastwardly through centre of said wall 104 feet 6 3/4 inches to west side of 15 feet alley, thence southwardly thereon, with use thereof in common, 17 feet 10 3/8 inches to line of centre of party wall, thence westwardly through centre of said wall 103 feet 7 1/8 inches to east line of Victory Avenue, thence northwardly thereon 17 feet 10 inches to beginning; known as 907 Victory Avenue.

IN FEE SIMPLE, And improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.
Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2). SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.
Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee
SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., November 3, 1944.

We hereby certify, that the annexed Order Nisi - Eq. #8717 Case 21 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE
use of Thomas A. deLauder, assignee
VS.
VICTORY HOMES, INC. Case 21

No. 8717 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.

December 21, 1944

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee, vs. Victory Homes, Inc.
in ac. with Thomas A. deLauder, Assignee

	$	$
Assignee's Commissions waived		
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's Appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	27.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Fee for Legal Services	10.00	
Stackhouse & Son - Commissions on Rent collections	6.09	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.00	
Miscellaneous Expense	.23	72.52
To Assignee for Benefit Charges, viz:		
Water Bill		9.18
To Sun Life Insurance Co. of America, Mortgagee -		
this balance on account Mortgage Claim		3994.86
		4115.56

Amount of mortgage claim filed	6154.22
Interest from 6/1/44 to 9/29/44 - 121 days	124.11
	6278.33
Credit Amount allowed as above	3994.86
Balance subject to decree in personam	2283.47

Cr. Sept. 29, 1944	Proceeds of Sale (907 Victory Ave.)	$4000.00
	Refund 1944 Taxes - 3 mos., 1 day	26.78
	Refund 1944 sewer charge - 3 mos., 1 day	1.78
	Rents collected	87.00
		$4115.56

ORDER NISI.

ORDERED, This 22" 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 23" 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 23" day of January next.

John H. Hopkins, 3 rd., Clerk.

Filed Dec. 22" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., January 12, 1945

We hereby certify, that the annexed Order Nisi - Eq. 8717 Victory Homes, Inc. Case 21. 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 23 day of January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feb. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8718 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 22	:	Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant.

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A"

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of October, 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 BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of SIXTY-THREE HUNDRED Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association).

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIXTY-THREE HUNDRED Dollars ($6300.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the east line of Victory Avenue as now laid out fifty-five feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning

being also distant eighty-four feet two and three eighths inches southerly measured along the said east line of said Victory Avenue from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously south seventy-eight degrees east one hundred three feet seven and one eighth inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a fifteen foot alley there situate; thence binding on the west line of said alley with the use thereof in common south fifteen degrees six minutes west seventeen feet ten and three eighths inches to the intersection formed by the easterly extension of the center line of a party wall constructed in part on the land herein described; thence continuously north seventy-eight degrees west one hundred two feet seven and five eighths inches binding on the said center line of said party wall so extended, the center line of said party wall and the center line of the said party wall extended westerly to intersect the said east line of said Victory Avenue thence binding on the east line of Victory Avenue ---------- nue/north twelve degrees east seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 909 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER WITH and including as part of the building and improvements erected on the aforesaid lot or parcel of ground bath accessories (2) kitchen cabinets (2) medicine cabinets (2) lighting fixtures, laundry tubs, screens, hot water heater, ranges (2) all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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.

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 immediately 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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice,all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commisssions 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 ex-

penses, 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(s) of the Mortgagor(s) on the day and year first above written, and the signature of Morris L. Woronoff, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff President

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I Hereby Certify, That on this 29th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, the President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared WALTER S. CALWELL, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public.

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 137, etc., Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty. WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider
Secretary

By: Joseph M. Hisley Vice-President.

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 140, Land Records of A.A.Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

Test: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA.

A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded August 7" 1944 at 9:00 A.M., in Liber J.H.H.
No. 296, Folio 140, etc., Land Records of A.A.Co.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irving Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller

Irvin Siegael (SEAL)

SEAL Sun Life Insurance Company of America Incorporated

SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

Mary A. Weller, Notary Public

SEAL (Mary A. Weller) (Notary Public) (Baltimore, Md.)

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. C.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee, and Solicitor for Thomas A. deLauder, assignee, and Solicitor for Sun Life Insurance Company of America.

Filed Sept. 6" 1944.

BOND 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore 2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

WHEREAS, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc.to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 137 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said

mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered Thomas A. deLauder (SEAL)

in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal By Charles H. Cover

Attest: By Marie S. Quandt As to Surety Attorney-in-Fact.

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 909 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,300.00
Less: This amount received on account of principal	$ 80.74	
This amount of balance to credit of expense account	$ 65.04	145.78
		$6,154.22

With interest from June 1, 1944, to date of final ratification of Auditor's Account.

Thomas A. deLauder
Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public.

Filed Sept. 28" 1944

IRVIN SIEGAEL, ASSIGNEE, No. 8718 Equity
use of Thomas A. deLauder, assignee, In the Circuit Court
VS. for
VICTORY HOMES, INC. Case 22 Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which

was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 909 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Four Thousand Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public.

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 909 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296 folio 137, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 10:45 A.M. (E.W.T.)
all that lot of ground in said County, thus described:

BEGINNING on the east line of Victory Avenue 84 feet 2 3/8 inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall thence eastwardly through centre of said wall 103 feet 7 1/8 inches to west side of 15 foot alley, thence southwardly thereon, with use thereof in common, 17 feet 10 3/8 inches to line of centre of party wall, thence westwardly through centre of said wall 102 feet 7 5/8 inches to east line of Victory Avenue, thence northwardly thereon 17 feet 10 inches to beginning; known as 909 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms kitchen and bath.
Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2). SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944.

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 4, 1944.

We hereby certify, that the annexes Order Nisi - Eq. 8718 Case #22 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark.

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, Assignee
VS.
VICTORY HOMES, INC. Case 22

No. 8718 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.

December 21, 1944

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc.

in ac. with Thomas A. deLauder, Assignee

Assignee's Commission waived

To Assignee for Court Costs, Viz:	$	$
Plaintiff's Solicitor's Appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00

	$	$
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale Order Nisi on	27.00	
Capital-Gazette Press - Report of Sale Order Nisi on	5.00	
Capital-Gazette Press - Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co.,- Auctioneer	3.00	
Jacob M. Moses - Fee for Legal Services	10.00	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.00	
Miscellaneous Expense	.23	66.43
To Assignee for Benefit Charges viz:		
Water Bill		1.08
To Sun Life Insurance Co. of America, Mortgagee-		
this balance on account Mortgage claim		3922.05
		$4028.56

Amount of mortgage claim filed	6154.22
Interest from 6/1/44 to 9/29/44 - 121 days	124.11
	6278.33
Credit Amount allowed as above	3922.05
Balance subject to decree in personam	2356.28

Cr. Sept. 29, 1944	Proceeds of Sale (909 Victory Ave.)	$4000.00
	Refund 1944 Taxes - 3 mos., 1 day	26.78
	Refund 1944 sewer charge - 3 mos., 1 day	1.78
		$4028.56

ORDER NISI.

ORDERED, This 22" 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 23" 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 23" day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 22" 1944.

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 12, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8718 Victory Homes, Inc. Case 22 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 23 day of January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark.

Filed Feb. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8719 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 23	:	Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant.

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of October, 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 BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a menber of the said body corporate and has received therefrom an advance of SIXTY-THREE HUNDRED Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIXTY-THREE HUNDRED Dollars ($6300.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of December, 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 November, 1968.

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 pres ents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the east line of Victory Avenue as now laid out fifty-five feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant one hundred two feet three eighths inches southerly measured along the east line of Victory Avenue from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously south seventy-eight degrees east one hundred two feet seven and five eighths inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a fifteen foot alley there laid out; thence binding on the west and northeast line of said fifteen foot alley with the use thereof in common the two following courses and distances: south fifteen degrees six minutes west eight feet, south forty-four degrees twenty-four minutes thirty-three seconds east sixteen feet two inches to the west line of a fifteen foot alley there situate; thence binding on the west line of said alley with the use thereof in common south fifteen degrees six minutes west one foot seven and three quarters inches to the intersection formed by the easterly extension of the center line of a party wall constructed in part on the land herein being described; thence continuously north seventy-eight degrees west one hundred sixteen feet eight and one-eighth inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended westerly to intersect the said east line of Victory Avenue thence binding on the said east line of Victory Avenue north twelve degrees east seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 911 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground bath accessories (2) kitchen cabinets (2) medicine cabinets (2) ---------- lighting fixtures, laundry tubs, screens, hot water heater, ranges (2) all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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

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 paragrpah 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 eligigle for insurance under the National Housing Act within 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of Morris L. Woronoff, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff President.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 29th day of October, 1943, before me, the subscriber,

a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, the President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared WALTER S. CALWELL, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public.

Recorded Dec. 8" 1943, at 2 P.M. in Liber J.H.H.
No. 296, Folio 173, etc., Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty. WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider By: Joseph M. Hisley
Secretary Vice-President.

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 176, Land Records of A. A. Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA

A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded August 7" 1944 at 9:00 A.M., in Liber J.H.H.
No. 296, Folio 176, etc., Land Records of A. A. Co.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America

joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller — Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) — SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.) — Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit

in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee,
and Solicitor for Thomas A. deLauder,
assignee, and Solicitor for Sun Life
Insurance Company of America.

Filed Sept. 6" 1944.

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore - 2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 173 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered — Thomas A. deLauder (SEAL)

in the presence of — (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal — By Charles H. Cover

Attest: By Marie S. Quandt As to Surety — Attorney-in-Fact.

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 911 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case — $6,300.00

Less: This amount received on account of principal	$ 80.74	
This amount of balance to credit of expense account	$ 65.04	145.78
		$6154.22
With interest from June 1, 1944, to date of final ratification of Auditor's Account.		

Thomas A. deLauder
Assignee, Plaintiff.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Filed Sept. 28" 1944.

IRVIN SIEGAEL, ASSIGNEE, No. 8719 Equity
VS. In the Circuit Court for
VICTORY HOMES, INC. Case 23 Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 911 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Four Thousand Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLauder, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of

Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 911 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 173, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 10:50 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the east line of Victory Avenue 102 feet and 3/8 of an inch south of Townsend Avenue, as laid out 30 feet wide, at line of centre of party wall, thence eastwardly through centre of said wall 102 feet 7 5/8 inches to west side of 15 foot alley, thence along said alley, with use thereof in common, south 15 degrees 6 minutes west 8 feet and south 44 degrees 24 minutes 33 seconds east 16 feet 2 inches to the west line of a 15 foot alley, thence on west line of said alley, with use thereof in common, south 15 degrees 6 minutes west 1 foot 7 3/4 inches to line of centre of party wall, thence westwardly through centre of said wall 116 feet 8 1/8 inches to Victory Avenue and thence northwardly thereon 17 feet 10 inches to beginning; known as 911 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2). SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed October 7" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., November 4, 1944

We hereby certify, that the annexed Order Nisi - Eq. #8719 Case 23 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE, No. 8719 Equity

use of Thomas A. de Lauder, assignee In the Circuit Court

VS. for

VICTORY HOMES, INC. Case 23 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.

December 21, 1944. All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc.

in ac. with Thomas A. deLauder, Assignee

Assignee's Commissions waived

	$	$
To Assignee for Court Costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	30.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Fees for Legal Services	10.00	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.00	
Miscellaneous Expense	.23	69.43

	$	$
To Assignee for Benefit Charges, viz:		
Water Bill		2.52
To Sun Life Insurance Co. of America, Mortgagee-		
this balance on account mortgage claim		3917.61
		4028.56
Amount of mortgage claim filed	6154.22	
Interest from 6/1/44 to 9/29/44 - 121 days	124.11	
	6278.33	
Credit Amount allowed as above	3917.61	
Balance subject to decree in personam	2360.72	

Cr. Sept. 29, 1944	Proceeds of Sale (911 Victory Ave.)	$4000.00
	Refund 1944 Taxes - 3 mos., 1 day	26.78
	Refund 1944 sewer charge - 3 mos., 1 day	1.78
		$4028.56

ORDER NISI.

ORDERED, This 22" 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 23" 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 23" day of January next.

John H. Hopkins, 3 rd., Clerk.

Filed Dec. 22" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., January 12, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8719 Victory Homes, Inc. Case 23. 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 23 day of January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8720 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 24	:	Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses
Irvin Siegael
Solicitors for Complainant.

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6.60) MORTGAGE

THIS MORTGAGE, Made this 29th day of October, 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 BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of SIXTY-SIX HUNDRED Dollars ($6600.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIXTY-SIX HUNDRED Dollars ($6600.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-six and 70/100 Dollars ($36.70), commencing on the first day of December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the east line of Victory Avenue as now laid out fifty-five feet wide and the extension westerly 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 nineteen feet ten and three eighths inches southerly measured along the east line of Victory Avenue from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously south seventy-eight degrees east one hundred sixteen feet eight and one-eighth inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a fifteen foot alley there laid out, thence binding on the west line of said fifteen foot alley with the use thereof in common south fifteen degrees six minutes west twenty-eight feet three and one-half inches; thence north seventy-eight degrees west one hundred fifteen feet one and three quarters inches to intersect the said east line of Victory Avenue; thence binding on the said east line of Victory Avenue north twelve degrees east twenty-eight feet three inches to the place of beginning. The improvements whereon are known as No. 913 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground bath accessories (2) kitchen cabinets (2) medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, ranges (2) all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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

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 ex-

ceed 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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to

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

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written. and the signature of Morris L. Woronoff, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff President

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, the President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared WALTER S. CALWELL, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public.

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 189, etc., Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-

President and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider, Secretary

By: Joseph M. Hisley Vice-President.

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H. No. 296 Folio 192, Land Records of A. A. Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd. day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA.

A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded August 7" 1944 at 9:00 A.M., in Liber J.H.H. No. 296, Folio 192, etc., Land Records of A. A. Co.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with the foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun

Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) SUN LIFE INSURANCE COMPANY OF AMERICA.

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.) Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944 at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, Assignee, in accordance therewith.

J. M. Moses

Solicitor for Irvin Siegael, assignee, and Solicitor for Thomas A. deLauder, assignee, and Solicitor for Sun Life Insurance Company of America.

Filed Sept. 6" 1944.

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore - 2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 189 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered — Thomas A. deLauder (SEAL)

in the presence of — (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal — By Charles H. Cover

Attest: By Marie S. Quandt As to Surety — Attorney-in-Fact.

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 913 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,600.00
Less: This amount received on account of principal	$ 84.59	
This amount of balance to credit of expense account	69.51	154.10
		$6,445.90
With interest from June 1, 1944, to date of final ratification of Auditor's Account.		

Thomas A. deLauder

Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public.

Filed Sept. 28" 1944

IRVIN SIEGAEL, ASSIGNEE
use of Thomas A. deLauder, assignee,
VS.
VICTORY HOMES, INC. Case 24

No. 8720 Equity
In the Circuit Court for
Anne Arundel County

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 913 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Forty-three Hundred Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public.

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 913 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 189, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September

29, 1944, 10:55 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the east line of Victory Avenue 119 feet 10 3/8 inches south of Townsend Avenue as laid out 30 feet wide, at centre line of party wall thence eastwardly through centre of said wall 116 feet 8 1/8 inches to west side of 15 foot alley, thence southwardly thereon, with use thereof in common, 28 feet 3½ inches thence north 78 degrees west 115 feet 1 3/4 inches to Victory Avenue and thence northwardly thereon 28 feet 3 inches to beginning; known as 913 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2), SUBJECT TO RESTRICTIONS of record which will be announced at sale,

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4300.00

John H. Hopkins, 3rd., Clerk

Filed Oct. 7" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., November 4, 1944.

We hereby certify, that the annexed Order Nisi Eq. #8720 Case 24 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark.

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, Assignee
VS.
VICTORY HOMES, INC. Case 24

No. 8720 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.

December 21, 1944.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc.
in ac. with Thomas A. deLauder, Assignee
Assignee's Commission Waived

To Assignee for Court costs, viz:	$	$
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	26.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Fee for Legal Services	10.00	
One-half Federal revenue stamps	2.48	
One-half State revenue stamps	2.15	
Miscellaneous expense	.23	65.86
To Assignee for Benefit Charges, viz:		
Water Bill		2.34
To Sun Life Insurance Co. of America, Mortgagee - this balance on account Mortgage Claim		4222.32
		4329.52

Amount of mortgage claim filed	6445.90
Interest from 6/1/44 to 9/29/44 - 121 days	129.99
	6575.89
Credit Amount allowed as above	4222.32
BALANCE SUBJECT TO DECREE IN PERSONAM	2353.57

Cr. Sept. 29, 1944	Proceeds of Sale (913 Victory Ave.)	$4300.00
	Refund 1944 Taxes - 3 mos., 1 day	27.48
	Refund 1944 sewer charge - 3 mos., 1 day	2.04
		$4329.52

ORDER NISI.

ORDERED, This 22" 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 23" 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 23" day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 22" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., January 12, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8720 Victory Homes, Inc., Case 24 was published in Maryland Gazette a newpaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23 day of January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8721 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 25	:	Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant.

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A"

(MD. STATE STAMPS $6.60) MORTGAGE

THIS MORTGAGE, Made this 29th day of October, 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 BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of SIXTY-SIX HUNDRED Dollars ($6600.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of

the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIXTY-SIX HUNDRED Dollars ($6600.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-six and 70/100 Dollars ($36.70), commencing on the first day of December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the east line of Victory Avenue as now laid out fifty-five feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein being described said point of beginning being also distant one hundred seventy-six feet four and three eighths inches southerly measured along the said east line of Victory Avenue from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously south seventy-eight degrees east one hundred thirteen feet seven and one-half inches binding on the center line of said party wall so extended the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a fifteen foot alley there laid out; thence binding on the west line of said fifteen foot alley with the use thereof in common north fifteen degrees six minutes east twenty-eight feet

three and one-half inches; thence north seventy-eight degrees west one hundred fifteen feet one and three-quarters inches to intersect the said east line of Victory Avenue; thence binding on the said east line of Victory Avenue south twelve degrees west twenty-eight feet three inches to the place of beginning. The improvements whereon are known as No. 915 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground bath accessories (2) kitchen cabinets (2) medicine cabinets (2) lighting fixtures, laundry tubs, screens, water heater, ranges, (2) all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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.

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 5 months from the

date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of Morris L. Woronoff, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 29th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, the President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared WALTER S. CALWELL, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

WITNESS the corporate seal(s) of the Mortgagor(s) on the day and year first above written, and the signature of Morris L.Woronoff, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff, President

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, the President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared WALTER S. CALWELL, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public.

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 205, etc., Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider
Secretary By: Joseph M. Hisley, Vice-President

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 208, Land Records of A. A. Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA.

A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded August 7" 1944 at 9:00 A.M., in Liber J.H.H.
No. 296, Folio 208, etc., Land Records of A. A. Co.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the Signature of its President.

TEST: Mary A. Weller Irvin Siegael (SEAL)

SEAL Sun Life Insurance Company of America Incorporated

SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild, President.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller) (Notary Public) (Baltimore, Md.)

Mary A. Weller Notary Public

My commission expires May 7th, 1945

Recorded August 22, 1944 at 12-05 P.M. C.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee, and Solicitor for Thomas A. deLauder, assignee, and Solicitor for Sun Life Insurance Company of America.

Filed Sept. 6" 1944.

BOND 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore - 2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 205 and assigned by mesne assignments to said Thomas A. deLauder, is about to sell the land and premises described in said mort-

gage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered — Thomas A. deLauder (SEAL)

in the presence of — (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal — By Charles H. Cover

Attest: By Marie S. Quandt As to Surety — Attorney-in-Fact.

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 915 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,600.00
Less: This amount received on account of principal	$ 84.59	
This amount of balance to credit of expense account	69.51	154.10
		$6,445.90
With interest from June 1, 1944, to date of final ratification of Auditor's Account.		

Thomas A. deLauder

Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) — Mary A. Weller Notary Public.

Filed Sept. 28" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, assignee,
VS.
VICTORY HOMES, INC. Case 25

No. 8721 Equity
In the Circuit Court
for
Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 915 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Forty-three Hundred Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale :-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 915 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 205, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944 at 11:00 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the east line of Victory Avenue 176 feet 4 3/8 inches south of Townsend Avenue, as laid out 30 feet wide at centre line of party wall, thence eastwardly, through centre of said wall, 113 feet 7 1/2 inches to west side of 15 foot alley, thence northwardly thereon, with use thereof in common, 28 feet 3 1/2 inches, thence north 78 degrees west 115 feet 1 3/4 inches to Victory Avenue, and thence southwardly thereon 28 feet 3 inches to beginning; known as 915 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2). SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4300.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944.

CERTIFICATE OF PUBLICATION

Annapolis, Md., November, 4, 1944

We hereby certify, that the annexed Order Nisi - Eq. 8721 Case 25 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, Assignee
VS.
VICTORY HOMES, INC. Case 25

No. 8721 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.

December 21, 1944.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc.
in ac. with Thomas A. deLauder, Assignee
Assignee's Commission Waived

	$	$
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	26.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Fee for Legal Services	10.00	
Stackhouse & Son - Commission on Rent collections	1.52	
One-half Federal revenue stamps	2.48	
One-half State revenue stamps	2.15	
Miscellaneous Expense	.23	67.38
To Assignee for Benefit Charges, viz:		
Water Bill		7.92
To Sun Life Insurance Company of America, Mortgagee- this balance on account mortgage claim		4236.97
		4351.27

Amount of mortgage claim filed	6445.90
Interest from 6/1/44 to 9/29/44 - 121 days	129.99
	6575.89
Credit Amount allowed as above	4236.97
BALANCE SUBJECT TO DECREE IN PERSONAM	2338.92

Cr. Sept. 29, 1944	Proceeds of Sale (915 Victory Ave.)	4300.00
	Refund 1944 Taxes - 3 mos., 1 day	27.48
	Refund 1944 sewer charge - 3 mos., 1 day	2.04
	Rents collected	21.75
		$4351.27

ORDER NISI.

ORDERED, This 22" 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 23" 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 23" day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 22" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., January 12, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8721 Victory Homes, Inc. Case 25 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 23 day of January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8722 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 26	:	Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant.

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of October, 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 BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of SIXTY-THREE HUNDRED Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIXTY-THREE HUNDRED Dollars ($6300.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan

Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the east line of Victory Avenue as now laid out fifty-five feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant one hundred seventy-six feet four and three eighths inches southerly measured along the said east line of said Victory Avenue from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously south seventy-eight degrees east one hundred thirteen feet seven and one half inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a fifteen foot alley there situate; thence binding on the west line of said alley with the use thereof in common south fifteen degrees six minutes west seventeen feet ten and three eighths inches to the intersection formed by the easterly extension of the center line of a party wall constructed in part on the land herein described; thence continuously north seventy-eight degrees west one hundred twelve feet seven and seven eighths inches binding on the said center line of said party wall so extended the center line of said party wall and the center line of the said party wall extended westerly to intersect the said east line of said Victory Avenue; thence binding on the east line of Victory Avenue north twelve degrees east seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 917 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground bath accessories (2) kitchen cabinets (2) medicine cabinets (2) lighting fixtures, laundry tubs, screens, hot water heater, ranges (2) all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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

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 eligigle for insurance under the National Housing Act within 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of Morris L. Woronoff, the President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs. By Morris L. Woronoff President.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 29th day of October, 1943, before me, the subscriber,

a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, the President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared WALTER S. CALWELL, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public.

Recorded Dec. 8" 1943, at 2 P.M., in Liber J.H.H.
No. 296, Folio 197, etc., Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing Mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider By Joseph M. Hisley,
Secretary Vice-President.

Recorded Dec. 8, 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 200, Land Records of A. A. Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA

A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded August 7" 1944 at 9:00 A.M., in Liber J.H.H.
No. 296, Folio 200, etc. Land Records of A. A. Co.

Filed August 11" 1944

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins

in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller — Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) — SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.) — Mary A. Weller Notary Public

My Commission expires May 7th, 1945

Recorded August 22, 1944 at 12-05 P.M. O.P.

STATE OF MARYLAND ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A. D. 1944.

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

Clerk.

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee,
and Solicitor for Thomas A. deLauder,
assignee, and Solicitor for Sun Life
Insurance Company of America.

Filed Sept. 6" 1944.

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore -2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 197 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered — Thomas A. deLauder (SEAL)

in the presence of — (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal — By Charles H. Cover

Attest: — Attorney-in-Fact.

By Marie S. Quandt As to Surety

Filed September 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 917 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,300.00
Less: This amount received on account of principal	$ 80.74	
This amount of balance to credit of expense account	65.04	145.78
		$6,154.22
With interest from June 1, 1944, to date of final ratification of Auditor's Account		

Thomas A. deLauder
Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Filed Sept. 28" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, assignee,
VS.
VICTORY HOMES, INC. Case 26

No. 8722 Equity
In the Circuit Court
for
Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 917 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Four Thousand Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLauder, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 917 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 197, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 11:05 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the east line of Victory Avenue 176 feet 4 3/8 inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, thence eastwardly through centre of said wall 113 feet 7½ inches to west side of 15 foot alley, thence southwardly thereon, with use thereof in common, 17 feet 10 3/8 inches to line of centre of party wall, thence westwardly through centre of said wall 112 feet 7 7/8 inches to east line of Victory Avenue, thence northwardly thereon 17 feet 10 inches to beginning; known as 917 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2). SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed October 7" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., November 4, 1944

We hereby certify, that the annexed Order Nisi - Eq. #8722 Case 26 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 8 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. 10" 1944

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE
use of Thomas A. deLauder, Assignee
VS.
VICTORY HOMES, INC. Case 26

No. 8722 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.

December 21, 1944.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc.
in ac. with Thomas A. deLauder, Assignee
Assignee's Commission Waived

	$	$
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	27.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Fees for Legal Services	10.00	
Stackhouse & Son - Commissions on Rent collections	3.04	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.00	
Miscellaneous expense	.23	69.47

To Assignee for Benefit Charges, viz:

Water bill	$	$ 3.96
To Sun Life Insurance Co. of America, Mortgagee-		
this balance on account mortgage claim		3959.63
		$4072.06

Amount of Mortgage Claim filed	6154.22
Interest from 6/1/44 to 9/29/44 - 121 days	124.11
	6278.33
Credit Amount allowed as above	3959.63
BALANCE SUBJECT TO DECREE IN PERSONAM	2318.70

Cr. Sept. 29, 1944	Proceeds of Sale (917 Victory Ave.)	$4000.00
	Refund 1944 Taxes - 3 mos., 1 day	26.78
	Refund 1944 sewer charge	1.78
	Rents collected	43.50
		$4072.06

ORDER NISI.

ORDERED, This 22" 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 23" 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 23" day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 22" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., January 12, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8722 Victory Homes, Inc. Case 26 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 23 day of January, 1945. The First insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed Feby. 7" 1945

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark.

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8723 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 27	:	Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses
Irvin Siegael
Solicitors for Complainant.

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of October, 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 BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of SIXTY-THREE HUNDRED Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIXTY-THREE HUNDRED Dollars ($6300.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars ($35.03), commencing on the first day of December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the east line of Victory Avenue as now laid out fifty-five feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein being described said point of beginning being also distant one hundred ninety-four feet two and three eighths inches southerly measured along the said east line of said Victory Avenue from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously south seventy-eight degrees east one hundred twelve feet seven and seven eighths inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a fifteen foot alley there situate; thence binding on the west line of said alley with the use thereof in common south fifteen degrees six minutes west seventeen feet ten and three eighths inches to the intersection formed by the easterly extension of the center line of a party wall constructed in part on the land herein described; thence continuously north seventy-eight degrees west one hundred eleven feet eight and one eighth inches binding on the said center line of said party wall so extended the center line of said party wall and the center line of the said party wall extended westerly to intersect the said east line of said Victory Avenue thence binding on the east line of Victory Avenue north twelve degrees east seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 919 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground bath accessories (2) kitchen cabinets (2) medicine cabinets (2) lighting fixtures, laundry tubs, screens,hot water heater, ranges, (2) all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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.

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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to

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

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of Morris L. Woronoff, the President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, the President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared WALTER S. CALWELL, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs, Notary Public.

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296 Folio 193, etc. Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider
Secretary

By: Joseph M. Hisley, Vice-President

Recorded Dec. 8", 1943, at 2 P.M., in Liber J.H.H.
No. 296, Folio 196, Land Records of A. A. Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA

A. T. Wolfsheimer

By S. Z. Rothschild, President.

Recorded August 7" 1944 at 9:00 A.M., in Liber J.H.H.
No. 296, Folio 196, etc., Land Records of A. A. Co.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and

nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated)

SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.)

Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A. D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses

Solicitor for Irvin Siegael, assignee, and Solicitor for Thomas A. deLauder, assignee, and Solicitor for Sun Life Insurance Company of America.

Filed Sept. 6" 1944.

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore -2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be

paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 193 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered Thomas A. deLauder (SEAL)

in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal By Charles H. Cover

Attest: By Marie S. Quandt As to Surety Attorney-in-Fact.

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 919 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,300.00
Less: This amount received on account of principal	$ 80.74	
This amount of balance to credit of expense account	65.04	145.78
		$6,154.22
With interest from June 1, 1944, to date of final ratification of Auditor's Account		

Thomas A. deLauder

Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and

true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Filed Sept. 28" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, assignee,
VS.
VICTORY HOMES, INC. Case 27

No. 8723 Equity
In the Circuit Court
for
Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 919 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Four Thousand Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder,
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St. Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 919 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 193, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder,

the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 11:10 A.M. (E. W. T.)

all that lot of ground in said County, thus described:

BEGINNING on the east line of Victory Avenue 194 feet 2 3/8 inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, thence eastwardly through centre of said wall 112 feet 7 7/8 inches to west side of 15 foot alley, thence southwardly thereon, with use thereof in common, 17 feet 10 3/8 inches to line of centre of party wall, thence westwardly through centre of said wall 111 feet 8 1/8 inches to east line of Victory Avenue, thence northwardly thereon 17 feet 10 inches to beginning; known as 919 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2). SUBJECT TO RESTRICTIONS of record which will be announced at sale,

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers

Filed Oct. 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., November 4, 1944

We hereby certify, that the annexed Order Nisi - Eq. #8723 Case 27 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, Assignee
VS.
VICTORY HOMES, INC. Case 27

No. 8723 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.

December 21, 1944.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc. in ac. with Thomas A. deLauder, Assignee.

Assignee's commissions Waived

	$	$
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	27.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond Premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Fees for Legal Services	10.00	
Stackhouse & Son - Commissions on Rent collections	2.92	
One-half Federal revenue stamps	2.20	
One -half State revenue stamps	2.00	
Miscellaneous expense	.23	69.35
To Assignee for Benefit Charges, viz:		
Water bill		6.66
To Sun Life Insurance Co. of America - Mortgagee- this balance on account mortgage claim		3955.30
		4070.31
Amount of Mortgage Claim filed	6154.22	
Interest from 6/1/44 to 9/29/44 - 121 days	124.11	
	6278.33	
Credit Amount allowed as above	3955.30	
BALANCE SUBJECT TO DECREE IN PERSONAM	2323.03	

Cr. Sept. 29, 1944	Proceeds of Sale (919 Victory Ave.)	$4000.00
	Refund 1944 Taxes - 3 mos., 1 day	26.78
	Refund 1944 Sewer charge - 3 mos., 1 day	1.78
	Rents collected	41.75
		$4070.31

ORDER NISI.

ORDERED, This 22" 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 23" 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 23" day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 22" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., January 12, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8723 Victory Homes, Inc. Case 27 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 23 day of January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White.

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark.

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE,	:	No. 8724 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 28	:	Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant.

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of October, A.D. 1943, by and between VICTORY HOMES, INC., a body corporate of the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Sixty-three Hundred Dollars ($6300.00), the due execution of this

mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-three Hundred Dollars ($6300.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five Dollars and Three Cents ($35.03), commencing on the first day of December, 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 November, 1968.

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 several-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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the east line of Victory Avenue as now laid out fifty-five feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant two hundred twelve feet and three-eighths of an inch southerly measured along the said east line of said Victory Avenue from the south line of Townsend Avenue as now laid out thirty feet wide; and running thence continuously south seventy-eight degrees east one hundred eleven feet, eight and one-eighth inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a fifteen-foot alley there situate; thence binding on the west line of said alley with the

use thereof in common south fifteen degrees six minutes west seventeen feet ten and three-eighths inches to the intersection formed by the easterly extension of the center line of a party wall constructed in part on the land herein described; thence continuously north seventy-eight degrees west one hundred ten feet, eight and five-eighths inches binding on the said center line of said party wall so extended, the center line of said party wall and the center line of the said party wall extended westerly to intersect the said east line of said Victory Avenue; thence binding on the east line of Victory Avenue north twelve degrees east seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 921 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, hot water heater and ranges (2), all of which accessories and equipment are herewith declared to be by the said mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this mortgage.

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.

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 here-

by not be eligible for insurance under the National Housing Act within 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of Morris L. Woronoff, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff President.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 29th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris L. Woronoff, the President of VICTORY HOMES, INC., the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs, Notary Public

Recorded Dec. 8", 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 181, etc. Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty. WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider
Secretary By: Joseph M. Hisley Vice-President

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296, folio 184, Land Records of A. A. Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA

A. T. Wolfsheimer By: S. Z. Rothschild, President.

Recorded August 7" 1944 at 9:00 A.M., in Liber J.H.H.
No. 296, Folio 184, etc., Land Records of A. A. Co.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller

Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated)

SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.)

Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set may hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee,
and Solicitor for Thomas A. deLauder,
assignee, and Solicitor for Sun Life
Insurance Company of America.

Filed Sept. 6" 1944.

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore -2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 181 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered — Thomas A. deLauder (SEAL)

in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal — By Charles H. Cover

Attest: — Attorney-in-Fact.

By Marie S. Quandt As to Surety

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 921 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,300.00
Less: This amount received on account of principal	$ 80.74	
This amount of balance to credit of expense account	$ 65.04	145.78
		$6,154.22

With interest from June 1, 1944, to date of final ratification of Auditor's Account.

Thomas A. deLauder

Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) — Mary A. Weller Notary Public.

Filed Sept. 28" 1944.

IRVIN SIEGAEL, ASSIGNEE, — No. 8724 Equity

use of Thomas A. de Lauder, assignee, — In the Circuit Court

VS. — for

VICTORY HOMES, INC. Case 28 — Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, Assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 921 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said ad-

vertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Four Thousand Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale:

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 921 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 181, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 11:15 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the east line of Victory Avenue 212 feet 3/8 of an inch south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, thence eastwardly through centre of said wall 111 feet 8 1/8 inches to west side of 15 foot alley, thence southwardly thereon, with use thereof in common, 17 feet 10 3/8 inches to line of centre of party wall, thence westwardly through centre of said wall 110 feet 8 5/8 inches to east line of Victory Avenue, thence northwardly thereon 17 feet 10 inches to beginning; known as 921 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2). SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

Thomas A. deLauder, Assignee
Sam W. Pattison & Co., Auctioneers.

Filed Oct. 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., November 14, 1944

We hereby certify, that the annexed Order Nisi - Eq. #8724 Case 28 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 8 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. 10" 1944

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE, No. 8724 Equity
use of Thomas A. deLauder, Assignee In the Circuit Court
VS. for
VICTORY HOMES, INC. Case 28 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.

December 21, 1944

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc.
in ac. with Thomas A. deLauder, Assignee
Assignee's Commissions Waived

To Assignee for Court costs, viz:	$	$
Plaintiff's Solicitor's Appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00

To Assignee for Expenses, viz:

Capital-Gazette Press - advertising sale	$ 27.00	$
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond Premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
Stackhouse & Son - Commissions on Rent collections	6.09	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.00	
Miscellaneous expense	.23	72.52

To Assignee for Benefit Charges, viz:

Water bill		10.44
To Sun Life Insurance Co. of America, Mortgagee- this balance on account mortgage claim		3993.60
		4115.56

Amount of Mortgage Claim filed	6154.22
Interest from 6/1/44 to 9/29/44 - 121 days	124.11
	6278.33
Credit Amount allowed as above	3993.60
BALANCE SUBJECT TO DECREE IN PERSONAM	2284.73

Cr. Sept. 29, 1944	Proceeds of Sale (921 Victory Ave.)	$4000.00
	Refund 1944 Taxes - 3 mos., 1 day	26.78
	Refund 1944 sewer charge	1.78
	Rents collected	87.00
		$4115.56

ORDER NISI.

ORDERED, This 22" 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 23" 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 23" day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 22" 1944.

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 12, 1945.

We hereby certify, that the annexed Order Nisi - Eq. #8724 Victory Homes Inc. Case 28 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 23 day of January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8725 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 29	:	Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant.

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of October A.D. 1943, by and between VICTORY HOMES, INC., a body corporate of the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Sixty-three Hundred Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-three Hundred Dollars ($6300.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five Dollars and Three Cents ($35.03), commencing on the first day of December, 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 November, 1968.

Privilege is reserved to pay this debt in whole, or 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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the east line of Victory Avenue as now laid out fifty-five feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant two hundred twenty-nine feet, ten and three-eighths inches southerly measured along the said east line of said Victory Avenue from the south line of Townsend Avenue as now laid out thirty feet wide; and running thence continuously south seventy-eight degrees east one hundred ten feet eight and five-eighths inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly -------- to intersect the west line of a fifteen foot alley there situate; thence binding on the west line of said alley with the use thereof in common south fifteen degrees six minutes west seventeen feet ten and three-eighths inches to the intersection formed by the easterly extension of the center line of a party wall constructed in part on the land herein described; thence continuously north seventy-eight degrees west one hundred nine feet eight and seven-eighths inches binding on the said center line of said party wall so extended, the center line of said party wall and the center line of the said party wall extended westerly to intersect the said east line of said Victory Avenue; thence binding on the east line of Victory Avenue north twelve degrees east seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 923 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, hot water heater and ranges (2),

all of which accessories and equipment are herewith declared to be by the said mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this mortgage.

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.

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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary,

to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless; prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of Morris L. Woronoff, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff President

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of October, 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 of said body corporate.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration

of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public

Recorded Dec. 8" 1943, at 2 P.M., in Liber J.H.H.
No. 296, Folio 185, etc. Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider By: Joseph M. Hisley Vice-President.
Secretary

Recorded Dec. 8", 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 188, Land Records of A. A. Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness the corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA

A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded August 7" 1944 at 9:00 A.M., in Liber J.H.H.
No. 296, Folio 188, etc., Land Records of A. A. Co.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-

seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.) Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses

Solicitor for Irvin Siegael, assignee, and Solicitor for Thomas A. deLauder, assignee, and Solicitor for Sun Life Insurance Company of America.

Filed Sept. 6" 1944.

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore - 2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 185 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered Thomas A. deLauder (SEAL)

in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal By Charles H. Cover

Attest: By Marie S. Quandt As to Surety. Attorney-in-Fact.

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 923 Victory Avenue

To the Original amount of principal indebtedness secured by the mortgage filed in this case		$6,300.00
Less: This amount received on account of principal	$ 80.74	
This amount of balance to credit of expense account	$ 65.04	145.78
		$6,154.22
With interest from June 1, 1944, to date of final ratification of Auditor's Account.		

Thomas A. deLauder

Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Set.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Filed Sept. 28th 1944

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, assignee,
VS.
VICTORY HOMES, INC. Case 29

No. 8725 Equity
In the Circuit Court
for
Anne Arundel County

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT.

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 923 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Four Thousand Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public.

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 923 Victory Avenue, Brooklyn, Anne

Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 185, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 11:20 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the east dine of Victory Avenue 229 feet 10 3/8 inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, thence eastwardly through centre of said wall 110 feet 8 5/8 inches to west side of 15 foot alley, thence southwardly thereon, with use thereof in common, 17 feet 10 3/8 inches to line of centre of party wall, thence westwardly through centre of said wall 109 feet 8 7/8 inches to east line of Victory Avenue, thence northwardly thereon 17 feet 10 inches to beginning; known as 923 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2). SUBJECT TO RESTRICTIONS of record which will be announced at sale,

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., November 4, 1944.

We hereby certify, that the annexed Order Nisi - Eq. 8725 Case 29 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and re-

ported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE	No. 8725 Equity
use of Thomas A. deLauder, Assignee	In the Circuit Court
VS.	for
VICTORY HOMES, INC. Case 29	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.

December 21, 1944.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee __ Victory Homes, Inc.

in ac. with Thomas A. deLauder, Assignee

Assignee's Commissions Waived

	$	$
To Assignee for Court Costs, viz:		
Plaintiff's Solicitor's Appearance Fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	27.00	
Capital-Gazette Press - Order Nisi on Report of sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
Stackhouse & Son - Commissions on Rent collections	3.75	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.00	
Miscellaneous expense	.23	70.18
To Assignee for Benefit Charges, viz:		
Water bill		3.42
To Sun Life Insurance Co. of America, Mortgagee-		
this balance on account mortgage claim		3969.46
		4082.06

Amount of Mortgage Claim filed	6154.22
Interest from 6/1/44 to 9/29/44 - 121 days	124.11
	6278.33
Credit Amount allowed as above	3969.46
BALANCE SUBJECT TO DECREE IN PERSONAM	2308.87

Cr.	Sept. 29, 1944	Proceeds of Sale (923 Victory Ave.)	$4000.00
		Refund 1944 Taxes - 3 mos., 1 day	26.78
		Refund 1944 sewer charge - 3 mos., 1 day	1.78
		Rents collected	53.50
			$4082.06

ORDER NISI.

ORDERED, This 22" 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 23" 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 23" day of January next.

John H. Hopkins, 3rd., Clerk

Filed Dec. 22" 1944.

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 12, 1945

We hereby certify, that the annexed Order Nisi - Eq. 8725 Victory Homes, Inc. Case 29 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 23 day of January, 1945, The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE,	:	No. 8726 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 30	:	Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant.

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of October, A.D. 1943, by and between VICTORY HOMES, INC., a body corporate of the State of Maryland, hereinafter called the Mortgagor, and

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Sixty-three Hundred Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-three Hundred Dollars ($6300.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five Dollars and Three Cents ($35.03), commencing on the first day of December, 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 November, 1968. 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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the east line of Victory Avenue as now laid out fifty-five feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant two hundred forty-seven feet eight and three-eighths inches southerly measured along the said east line of said Victory Avenue from the south line of Townsend Avenue as now laid out thirty feet wide; and running thence continuously south

seventy-eight degrees east one hundred nine feet eight and seven-eighths inches binding inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a fifteen foot alley there situate; thence binding on the west line of said alley with the use thereof in common south fifteen degrees six minutes west seventeen feet ten and three-eighths inches to the intersection formed by the easterly extension of the center line of a party wall constructed in part on the land herein described; thence continuously north seventy-eight degrees west one hundred eight feet nine and one-half inches binding on the said center line of said party wall so extended, the center line of said party wall and the center line of the said party wall extended westerly to intersect the said east line of said Victory Avenue; thence binding on the east line of Victory Avenue north twelve degrees east seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 925 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, hot water heater and ranges (2), all of which accessories and equipment are herewith declared to be by the said mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this mortgage.

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.

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 re-

ceiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mort

gagee, 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(s) of the Mortgagor(s) on the day and year first above written. and the signature of Morris L. Woronoff, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 29th day of October, 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 of said body corporate.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 177, etc., Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty. WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider By Joseph M. Hisley

Secretary Vice-President

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 180, Land Records of A.A.Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA.

A. T. Wolfsheimer

By: S. Z. Rothschild President

Recorded August 7" 1944 at 9:00 A.M., in Liber J.H.H.
No. 296, Folio 180, etc., Land Records of A. A. Co.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller — Irvin Siegal (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) — SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of

Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller) (Notary Public) (Baltimore, Md.)

Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. C.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee,
and Solicitor for Thomas A. deLauder,
Assignee, and Solicitor for Sun Life
Insurance Company of America.

Filed Sept. 6" 1944.

BOND 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore - 2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 177 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered — Thomas A. deLauder (SEAL)

in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal — By Charles H. Cover

Attest: — Attorney-in-Fact

By Marie S. Quandt As to Surety

Filed Sept. 6" 1944

STATEMENT OF MORTGAGE CLAIM.

Property No. 925 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,300.00
Less: This amount received on account of principal	$ 80.74	
This amount of balance to credit of expense account	65.04	145.78
		$6,154.22
With interest from June 1, 1944 to date of final ratification of Auditor's Account		

Thomas A. deLauder

Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public.

Filed Sept. 28" 1944

IRVIN SIEGAEL, ASSIGNEE, — No. 8726 Equity

use of Thomas A. deLauder, assignee, — In the Circuit Court

VS. — for

VICTORY HOMES, INC. Case 30 — Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-enti-

tled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 925 Victory Ave., at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Four Thousand Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Copy of advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 925 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 177, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 11:25 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the east line of Victory Avenue 247 feet 8 3/8 inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, thence eastwardly through centre of said wall 109 feet 8 7/8 inches to west side of 15 foot alley, thence southwardly thereon, with use thereof in common, 17 feet 10 3/8 inches to line of centre of party wall, thence westwardly through centre of said wall 108 feet 9 1/2 inches to east line of Victory Avenue, thence northwardly thereon 17 feet 10 inches to beginning; known as 925 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2),

lighting fixtures, laundry tubs, screens, water heater, and ranges (2). SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944.

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1944.

We hereby certify, that the annexed Order Nisi - Eq. #8726 Case 30 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, assignee
VS.
VICTORY HOMES, INC. Case 30

No. 8726 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.

December 21, 1944.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc. in ac. with Thomas A. deLauder, Assignee

Assignee's Commissions Waived

	$	$
To Assignee for Court Costs, viz:		
Plaintiff's Solicitor's Appearance Fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz;		
Capital-Gazette Press - advertising sale	27.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
Stackhouse & Son - Commissions on Rent collections	3.05	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.00	
Miscellaneous expense	.23	69.48
To Assignee for Benefit Charges, viz:		
Water bill		8.10
To Sun Life Insurance Co. of America, Mortgagee- this balance on account mortgage claim		3955.48
		4072.06

Amount of Mortgage Claim filed	6154.22
Interest from 6/1/44 to 9/29/44 - 121 days	124.11
	6278.33
Credit Amount allowed as above	3955.48
BALANCE SUBJECT TO DECREE IN PERSONAM	2322.85

Cr. Sept. 29, 1944	Proceeds of Sale (925 Victory Ave.)	$4000.00
	Refund 1944 Taxes - 3 mos., 1 day	26.78
	Refund 1944 sewer charge - 3 mos., 1 day	1.78
	Rent collected	43.50
		$4072.06

ORDER NISI.

ORDERED, This 22" 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 23" 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 23" day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 22" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., January 12, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8726 Victory Homes ___ Case 30 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 23 day of January, 1945. The first insertion being made the 28 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, This 20" 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.

James Clark

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE,	:	No. 8727 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 31	:	Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6.60) MORTGAGE

THIS MORTGAGE, Made this 29th day of October, A. D. 1943, by and between VICTORY HOMES, INC., a body corporate of the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Sixty-six Hundred Dollars ($6600.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-six Hundred Dollars ($6600.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan

Association, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-six Dollars and Seventy Cents ($36.70) commencing on the first day of December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the east line of Victory Avenue as now laid out fifty-five feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein described, said point of beginning being also distant two hundred sixty-five feet six and three-eighths inches southerly measured along the east line of Victory Avenue from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously south seventy-eight degrees east one hundred eight feet nine and one-half inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a fifteen foot alley there laid out; thence binding on the west line of said fifteen foot alley with the use thereof in common south fifteen degrees six minutes west twenty-eight feet three and one-half inches; thence north seventy-eight degrees west one hundred seven feet two and seven-eighths inches to intersect the said east line of Victory Avenue; thence binding on the said east line of Victory Avenue north twelve degrees east twenty-eight feet three inches to the place of beginning. The improvements whereon are known as No. 927 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, ranges (2), all of which accessories and equipment are herewith declared to be by said mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this mortgage.

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.

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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of Morris L. Woronoff, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 29th day of October, 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 of said body corporate.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public

Recorded Dec. 8" 1943, at 2 P.M., in Liber J.H.H.
No. 296, Folio 233, etc., Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty. WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION.

Joseph R. Schneider
Secretary By: Joseph M. Hisley Vice-President.

Recorded Dec. 8" 1943, at 2 P.M. in Liber J.H.H.
No. 296, Folio 236, Land Records of A. A. Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA

A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded August 7" 1944 at 9:00 A.M., in Liber J.H.H.
No. 296, folio 236, etc., Land Records of A. A. Co.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America

joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249, and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller — Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) — SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.) — Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit

in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee,
and Solicitor for Thomas A. deLauder,
assignee, and Solicitor for Sun Life
Insurance Company of America.

Filed Sept. 6" 1944.

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore,-2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 233 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered Thomas A. deLauder (SEAL)
in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY
Louis Mitnick As to principal By Charles H. Cover,
Attest: Attorney-in-Fact.
By Marie S. Quandt As to Surety.

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 927 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,600.00
Less: This amount received on account of principal	$ 84.59	
This amount of balance to credit of expense account	$ 69.51	154.10
		$6,445.90
With interest from June 1, 1944, to date of final ratification of Auditor's Account.		

Thomas A. deLauder

Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public.

Filed Sept. 28" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, assignee,
VS.
VICTORY HOMES, INC. Case 31

No. 8727 Equity
In the Circuit Court
for
Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 927 Victory Avenue, at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Forty-three hundred Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder

Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public.

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF FEE SIMPLE PROPERTY 927 Victory Avenue, Brooklyn Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 233, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 11:30 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the east line of Victory Avenue 265 feet 6 3/8 inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, thence eastwardly through centre of said wall 108 feet 9½ inches to west side of 15 foot alley, thence southwardly thereon, with use thereof in common, 28 feet 3½ inches thence north 78 degrees west 107 feet 2 7/8 inches to Victory Avenue and thence northwardly thereon 28 feet 3 inches to beginning, known as 927 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2), SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4300.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944.

CERTIFICATE OF PUBLICATION ANNAPOLIS, Md., November 6" 1944

We hereby certify, that the annexed Order Nisi Eq. #8727 Case 31 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, Assignee
VS.
VICTORY HOMES, INC. Case 31

No. 8727 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

Cut

December 23, 1944.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, to use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc.
in ac. with Thomas A. deLauder, Assignee.

Assignee's Commission Waived

	$	$
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's Appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	26.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
One-half Federal revenue stamps	2.48	
One-half State revenue stamps	2.15	
Miscellaneous expense	.23	65.86

To Assignee for Benefit Charges, viz:

Water bill	$	$ 7.02
To Sun Life Insurance Co. of America, Mortgagee- this balance on account mortgage claim		4217.70
		$4329.58

Amount of Mortgage Claim filed	6445.90
Interest from 6/1/44 to 9/29/44 - 121 days	129.99
	6575.89
Credit Amount allowed as above	4217.70
Balance subject to decree in personam	2358.19

Cr. Sept. 29, 1944	Proceeds of Sale (927 Victory Ave.)	$4300.00
	Refund 1944 Taxes - 3 mos., 1 day	27.48
	Refund 1944 sewer charge - 3 mos., 1 day	2.04
		$4329.52

ORDER NISI.

ORDERED, This 27" 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 29" 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 29" day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 27" 1944

CERTIFICATE OF PUBLICATION Annapolis, Md., January, 23, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8727 Victory Homes, Inc. Case 31 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of January, 1945. The first insertion being made the 4 day of January, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE : No. 8728 Equity
VS. : In the Circuit Court for
VICTORY HOMES, INC. Case 32 : Anne Arundel County

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses
Irvin Siegael
Solicitors for Complainant

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6,600.00) MORTGAGE

THIS MORTGAGE, Made this 29th day of October, A.D. 1943, by and between VICTORY HOMES, INC., a body corporate of the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Sixty-six Hundred Dollars ($6600.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-six Hundred Dollars ($6600.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-six Dollars and Seventy Cents ($36.70), commencing on the first day of December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the east line of Victory Avenue as now laid out fifty-five feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant three hundred twenty-two feet and three-eighths of an inch southerly measured along the said east line of Victory Avenue from the south line of Townsend Avenue as now laid out thirty feet wide; and running thence continuously south seventy-eight degrees east one hundred five feet eight and three-eighths inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a fifteen-foot alley there laid out; thence binding on the west line of said fifteen-foot alley with the use thereof in common north fifteen degrees six minutes east twenty-eight feet three and one-half inches; thence north seventy-eight degrees west one hundred seven feet two and seven-eighths inches to intersect the said east line of Victory Avenue; thence binding on the said east line of Victory Avenue south twelve degrees west twenty-eight feet three inches to the place of beginning. The improvements whereon are known as No. 929 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater and ranges (2), all of which accessories and equipment are herewith declared to be by the said mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this mortgage.

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.

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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of

a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of Morris L. Woronoff, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff, President

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of October, 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 of said body corporate.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public.

Recorded Dec. 8th, 1943, at 2 P.M., in Liber J.H.H.
No. 296, Folio 225, etc., Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider By: Joseph M. Hisley Vice-President

Secretary

Recorded Dec. 8" 1943, at 2 P.M., in Liber J.H.H.

No. 296, Folio 228, Land Records of A.A.Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA.

A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded August 7" 1944 at 9:00 A.M. in Liber J.H.H.

No. 296, Folio 228, etc., Land Records of A. A. Co.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Live Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H.

No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller — Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) — SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.) — Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses

Solicitor for Irvin Siegael, assignee, and Solicitor for Thomas A. deLauder, assignee, and Solicitor for Sun Life Insurance Company of America.

Filed Sept. 6" 1944.

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore -2, Md. as Principal and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 225 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered Thomas A. deLauder (SEAL)

in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal By Charles H. Cover ATTORNEY-IN-FACT.

Attest:

By Marie S. Quandt As to Surety

Filed Sept. 6 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 929 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,600.00
Less: This amount received on account of principal	$ 84.59	
This amount of balance to credit of expense account	$ 69.51	154.10
		$6,445.90

With interest from June 1, 1944, to date of final ratification of Auditor's Account.

Thomas A. deLauder

Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said

cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Filed Sept. 28" 1944

IRVIN SIEGAEL, ASSIGNEE, No. 8728 Equity

use of Thomas A. deLauder, assignee, In the Circuit Court

VS. for

VICTORY HOMES, INC. Case 32 Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee , in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 929 Victory Avenue, at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Forty-three hundred Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder

Assignee of Mortgagee.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 929 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 225, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Fri-

day, September 29, 1944, 11:35 A.M. (E.W.T.)
all that lot of ground in said County, thus described:

BEGINNING on the east line of Victory Avenue 322 feet and 3/8 of an inch south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, thence eastwardly through centre of said wall, 105 feet 8 3/8 inches to west side of 15 foot alley, thence northwardly thereon, with use thereof in common 28 feet 3½ inches thence north 78 degrees west 107 feet 2 7/8 inches to Victory Avenue, and thence southwardly thereon 28 feet 3 inches to beginning; known as 929 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.
Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2), SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.
Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4300.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., November 6", 1944.

We hereby certify, that the annexed Order Nisi - Eq. 8728 Case 32 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14th. 1944.

IRVIN SIEGAEL, ASSIGNEE, No. 8728 Equity
use of Thomas A. deLauder, Assignee, In the Circuit Court
VS. for
VICTORY HOMES, INC. Case 32 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 December 23, 1944.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. de Lauder, Assignee vs. Victory Homes, Inc. in ac. with Thomas A. deLauder, Assignee.

Assignee's Commissions Waived

To Assignee for Court costs, viz:	$	$	
Plaintiff's Solicitor's Appearance Fee	10.00		
Clerk of Court - costs	20.00		
Auditor	9.00		39.00
To Assignee for Expenses, viz:			
Capital-Gazette Press - advertising sale	26.00		
Capital-Gazette Press - Order Nisi on Report of Sale	5.00		
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00		
Great American Indemnity Co. - Bond premium	12.00		
Sam W. Pattison & Co. - Auctioneer	3.00		
Jacob M. Moses - Legal Services	10.00		
One-half Federal revenue stamps	2.48		
One-half State revenue stamps	2.15		
Miscellaneous expense	.23		65.86
To Assignee for Benefit Charges, viz:			
Water bill		3.96	
To Sun Life Insurance Co. of America, Mortgagee - this balance on account mortgage claim		4220.70	
		4329.52	
Amount of Mortgage Claim filed	6445.90		
Interest from 6/1/44 to 9/29/44 - 121 days	129.99		
	6575.89		
Credit Amount allowed as above	4220.70		
Balance subject to decree in personam	2355.19		

Cr. Sept. 29, 1944	Proceeds of Sale (929 Victory Ave.)	$4300.00
	Refund 1944 Taxes - 3 mos., 1 day	27.48
	Refund 1944 sewer charge - 3 mos., 1 day	2.04
		$4329.52

ORDER NISI.

ORDERED, This 27" 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 29" 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 29" day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., January 23, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8728 Victory Homes, Inc. Case 32 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 29 day of January, 1945. The first insertion being made the 4 day of January, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE,	:	No. 8729 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 33	:	Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant.

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of October, A.D. 1943, by and between VICTORY HOMES, INC., a body corporate of the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Sixty-three Hundred Dollars ($6300.00), the due execution of this

mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-three Hundred Dollars ($6300.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five Dollars and Three Cents ($35.03), commencing on the first day of December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the east line of Victory Avenue as now laid out fifty-five feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant three hundred twenty-two feet and three-eighths of an inch southerly measured along the said east line of said Victory Avenue from the south line of Townsend Avenue as now laid out thirty feet wide; and running thence continuously south seventy-eight degrees east one hundred five feet, eight and three-eighths inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line

of a fifteen foot alley there situate; thence binding on the west line of said alley with the use thereof in common south fifteen degrees six minutes west seventeen feet ten and three-eighths inches to the intersection formed by the easterly extension of the center line of a party wall constructed in part on the land herein described; thence continuously north seventy-eight degrees west one hundred four feet eight and three-quarters inches binding on the said center line of said party wall so extended, the center line of said party wall and the center line of the said party wall extended westerly to intersect the said east line of said Victory Avenue; thence binding on the east line of Victory Avenue north twelve degrees east seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 931 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, hot water heater and ranges (2), all of which accessories and equipment are herewith declared to be by the said mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this mortgage.

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.

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 Mort-

gagor 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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place,manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to 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(s) of the Mortgagor(s) on the day and year first above written. and the signature of Morris L. Woronoff, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff President.

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of October, 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 of said body corporate.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 217,etc. Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty. WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider
Secretary

By: Joseph M. Hisley Vice-President

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296, folio 220, Land Records of A. A. Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA.

A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded August 7" 1944 at 9:00 A.M., in Liber J.H.H.
No. 296 Folio 220, etc., Land Records of A. A. Co.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller — Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) — SUN LIFE INSURANCE COMPANY OF AMERICA.

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller) (Notary Public) (Baltimore, Md.)

Mary A. Weller Notary Public
My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee,
and Solicitor for Thomas A. deLauder,
assignee, and Solicitor for Sun Life
Insurance Company of America.

Filed Sept. 6" 1944.

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore -2, Md., as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the 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 30 day of August in the year of our Lord nineteen hundred and forty-four.

WHEREAS, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 217 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered Thomas A. deLauder (SEAL)

in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal By Charles H. Cover

Attest: By Marie S. Quandt As to Surety. Attorney-in-Fact.

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 931 Victory Avenue

To the original amount of principal indebtedness

secured by the mortgage filed in this case		$6,300.00
Less: This amount received on account of principal	$ 80.74	
This amount of balance to credit of expense account	$ 65.04	145.78
		$6,154.22
With interest from June 1, 1944, to date of final ratification of Auditor's Account		

Thomas A. deLauder

Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Filed Sept. 28" 1944.

IRVIN SIEGAEL, ASSIGNEE, No. 8729 Equity

use of Thomas A. deLauder, assignee, In the Circuit Court

VS. for

VICTORY HOMES, INC. Case 33 Anne Arundel County.

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in

the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 931 Victory Avenue, at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Four Thousand Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 931 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 217, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 11:40 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the east line of Victory Avenue 322 feet and 3/8 of an inch south of Townsend Avenue, as laid out 30 feet wide at centre line of party wall, thence eastwardly through centre of said wall 105 feet 8 3/8 inches to west side of 15 foot alley, thence southwardly thereon, with use thereof in common, 17 feet 10 3/8 inches to line of centre of party wall, thence westerly through centre of said wall 104 feet 8 3/4 inches to east line of Victory Avenue, thence northwardly thereon 17 feet 10 inches to beginning; known as 931 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2), SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & Co., Auctioneers

Filed Oct. 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944.

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1944

We hereby certify, that the annexed Order Nisi - Eq. 8729 Case 33 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 8 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. 10" 1944

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, Assignee
VS.
VICTORY HOMES, INC. Case 33

No. 8729 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

December 23, 1944.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc.
in ac. with Thomas A. deLauder, Assignee.

Assignee's Commissions Waived

To Assignee for Court costs, viz:

Plaintiff's Solicitor's Appearance Fee	$ 10.00	$
Clerk of Court - costs	20.00	
Auditor	9.00	39.00

	$	$
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale Order Nisi on	26.00	
Capital-Gazette Press - Report of Sale Order Nisi on	5.00	
Capital-Gazette Press - Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.00	
Miscellaneous expense	.23	65.43
To Assignee for Benefit Charges, viz:		
Water bill		7.92
To Sun Life Insurance Co. of America, Mortgagee-		
this balance on account mortgage claim		3916.21
		4028.56
Amount of Mortgage Claim filed	6154.22	
Interest from 6/1/44 to 9/29/44 - 121 days	124.11	
	6278.33	
Credit Amount allowed as above	3916.21	
BALANCE SUBJECT TO DECREE IN PERSONAM	2362.12	

Cr. Sept. 29, 1944	Proceeds of Sale (931 Victory Ave.)	$4000.00
	Refund 1944 Taxes - 3 mos. 1 day	26.78
	Refund 1944 sewer charge - 3 mos., 1 day	1.78
		$4028.56

ORDER NISI.

ORDERED, This 27" 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 29" 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 29" day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 27" 1944.

CERTIFICATE OF PUBLICATION

Annapolis, Md, January 23, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8729 Victory Homes Inc. Case 33 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 29 day of January, 1945. The first insertion being made the 4 day of January, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark.

Filed Feb. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE,	:	No. 8730 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 34.	:	Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant.

Filed August 11" 1944

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of October, A.D. 1943, by and between VICTORY HOMES, INC., a body corporate of the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Sixty-three Hundred Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-three Hundred Dollars ($6300.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five Dollars and Three Cents ($35.03), commencing on the first day of December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the east line of Victory Avenue as now laid out fifty-five feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant three hundred thirty-nine feet ten and three-eighths inches southerly measured along the said east line of said Victory Avenue from the south line of Townsend Avenue as now laid out thirty feet wide; and running thence continuously south seventy-eight degrees east one hundred four feet eight and three-quarters inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a fifteen-foot alley there situate; thence binding on the west line of said alley with the use thereof in common south fifteen degrees six minutes west seventeen feet ten and three-eighths inches to the intersection formed by the easterly extension of the center line of a party wall constructed in part on the land herein described; thence continuously north seventy-eight degrees west one hundred three feet nine and one-eighth inches binding on the said center line of said party wall so extended, the center line of said party wall and the center line of the said party wall extended westerly to intersect the said east line of said Victory Avenue; thence binding on the east line of Victory Avenue north twelve degrees east seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 933 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, hot water heater and ranges (2), all of which accessories and equipment are herewith declared to be by the said mortgagor

fixtures and permanent additions to the realty and intended to be included as part of the security for this mortgage.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever.

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 percentum (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 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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time

after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said 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(s) of the Mortgager(s) on the day and year first above written, and the signature of Morris L. Woronoff, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 29th day of October, 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 of said body corporate.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 213, etc., Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty. WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider
Secretary

By: Joseph M. Hisley Vice-President.

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 216, Land Records of A.A.Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA

A. T. Wolfsheimer

By S. Z. Rothschild President.

Recorded August 7" 1944 at 9:00 A.M., in Liber J.H.H.
No. 296, folio 216, etc., Land Records of A. A. Co.

Filed August 11" 1944

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin

Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185,177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) SUN LIFE INSURANCE COMPANY OF AMERICA.

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.) Mary A. Weller Notary Public

My commission expires May 7th, 1945

Recorded August 22, 1944 at 12-05 P.M. C.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder,

assignee, in accordance therewith.

J. M. Moses

Solicitor for Irvin Siegael, assignee, and Solicitor for Thomas A. deLauder, assignee, and Solicitor for Sun Life Insurance Company of America.

Filed Sept. 6" 1944

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore -2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

SEALED with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes ,Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 213 and assigned by mesne assignments to said Thomas A. deLauder,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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered Thomas A. deLauder (SEAL)

in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal By Charles H. Cover

Attest: By Marie S. Quandt As to Surety Attorney- in-Fact.

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 933 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case $6,300.00

Less: This amount received on account of principal	$ 80.74	
This amount of balance to credit of expense account	65.04	145.78
		$6,154.22
With interest from June 1, 1944, to date of final ratification of Auditor's Account.		

Thomas A. deLauder
Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public.

Filed Sept. 28" 1944

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, assignee
VS.
VICTORY HOMES, INC. Case 34.

No. 8730 Equity
In the Circuit Court
for
Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 933 Victory Avenue, at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Four Thousand Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of

Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 933 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 213, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 11:45 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the east line of Victory Avenue 339 feet 10 3/8 inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, thence eastwardly through centre of said wall 104 feet 8 3/4 inches to west side of 15 foot alley, thence southwardly thereon, with use thereof in common, 17 feet 10 3/8 inches to line of centre of party wall, thence westwardly through centre of said wall 103 feet 9 1/8 inches to east line of Victory Avenue, thence northwardly thereon 17 feet 10 inches to beginning; known as 933 Victory Avenue.

IN FEE SIMPLE and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2), SUBJECT TO RESTRICTIONS of record which will be announced at sale,

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed October 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., November 6" 1944.

We hereby certify, that the annexed Order Nisi - Eq. 8730 Case 34 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE
use of Thomas A. deLauder, Assignee,
VS.
VICTORY HOMES, INC. Case 34.

No. 8730 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.

December 23, 1944.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc.
in ac. with Thomas A. deLauder, Assignee
Assignee's Commissions Waived

	$	$
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	27.00	
Capital-Gazette Press - Order nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.00	
Miscellaneous expense	.23	66.43
To Assignee for Benefit Charges, viz:		
Water bill		3.60

To Sun Life Insurance Co. of America, Mortgagee -		
this balance on account mortgage claim	$	$ 3919.53
		4028.56
Amount of Mortgage Claim filed	6154.22	
Interest from 6/1/44 to 9/29/44 - 121 days	124.11	
	6278.33	
Credit Amount allowed as above	3919.53	
BALANCE SUBJECT TO DECREE IN PERSONAM	2358.80	

Cr. Sept. 29, 1944	Proceeds of Sale (933 Victory Ave.)	$4000.00
	Refund 1944 Taxes - 3 mos., 1 day	26.78
	Refund 1944 sewer charge - 3 mos., 1 day	1.78
		$4028.56

ORDER NISI.

ORDERED, This 27" 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 29" 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 29" day of January next.

John H. Hopkins, 3rd., Clerk

Filed Dec. 27" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., January 23, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8730 Victory Homes Inc. Case 34 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 29 day of January, 1945. The first insertion being made the 4 day of January, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE,

VS.

VICTORY HOMES, INC. Case 35

No. 8731 Equity.

In the Circuit Court for

Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant.

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A."

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of October, A.D. 1943, by and between VICTORY HOMES, INC., a body corporate of the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Sixty-three Hundred Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-three Hundred Dollars ($6300.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five Dollars and Three Cents ($35.03), commencing on the first day of December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the east line of Victory Avenue as now laid out fifty-five feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant three hundred fifty-seven feet, eight and three-eighths inches southerly measured along the said east line of said Victory Avenue from the south line of Townsend Avenue as now laid out thirty feet wide; and running thence continuously south seventy-eight degrees east one hundred three feet nine and one-eighth inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a fifteen-foot alley there situate; thence binding on the west line of said alley with the use thereof in common south fifteen degrees six minutes west seventeen feet ten and three-eighths inches to the intersection formed by the easterly extension of the center line of a party wall constructed in part on the land herein described; thence continuously north seventy-eight degrees west one hundred two feet nine and one-half inches binding on the said center line of said party wall so extended, the center line of said party wall and the center line of the said party wall extended westerly to intersect the said east line of said Victory Avenue; thence binding on the east line of Victory Avenue north twelve degrees east seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 935 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, hot water heater and ranges (2), all of which accessories and equipment are herewith declared to be by the said mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this mortgage.

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.

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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel -- fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of

all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of Morris L. Woronoff, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff, President.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 29th day of October, 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 of said body corporate.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs, Notary Public

Recorded Dec. 8" 1943 at 2 P.M. in Liber J.H.H.
No. 296, Folio 221, etc., Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt secured thereby to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without reccurse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION.

Joseph R. Schneider By: Joseph M. Hisley, Vice-President.

Secretary

Recorded Dec. 8" 1943 at 2 P.M. in Liber J.H.H.

No. 296, Folio 224, Land Records of A. A. Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA.

A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded August 7" 1944 at 9:00 A.M., in Liber J.H.H.

No. 296, Folio 224, etc., Land Records of A. A. Co.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records

in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller — Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) — SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.) — Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses

Solicitor for Irvin Siegael, assignee, and Solicitor for Thomas A. deLauder, assignee, and Solicitor for Sun Life Insurance Company of America.

Filed Sept. 6" 1944.

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore - 2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State of its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors,

Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 221 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be amde by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered Thomas A. deLauder (SEAL)

in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal By Charles H. Cover

Attest: By Marie S. Quandt As to Surety Attorney-in-Fact.

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM

Property No. 935 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,300.00
Less: This amount received on account of principal	$ 80.74	
This amount of balance to credit of expense account	$ 65.04	145.78
		$6,154.22
With interest from June 1, 1944, to date of final ratification of Auditor's Account		

Thomas A. deLauder

Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public.

Filed Sept. 28" 1944.

IRVIN SIEGAEL, ASSIGNEE, No. 8731 Equity
use of Thomas A. deLauder, assignee, In the Circuit Court
VS. for
VICTORY HOMES, INC. Case 35. Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 935 Victory Avenue, at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Four Thousand Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J.M.MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 935 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 221, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 11:50 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the east line of Victory Avenue 357 feet 8 3/8 inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, thence eastwardly through centre of said wall 103 feet 9 1/8 inches to west side of 15 foot alley, thence southwardly thereon, with use thereof in common, 17 feet 10 3/8 inches to line of centre of party wall, thence westwardly through centre of said wall 102 feet 9½ inches to east line of Victory Avenue, thence northwardly thereon 17 feet 10 inches to beginning; known as 935 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.
Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2), SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee
SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944.

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

We hereby certify, that the annexed Order Nisi - Eq. 8731 Case 35 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, Assignee
VS.
VICTORY HOMES, INC., Case 35.

No. 8731 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.

December 23, 1944

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc. in ac. with Thomas A. deLauder, Assignee.

Assignee's Commission Waived

	$	$
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	27.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.00	
Miscellaneous expense	.23	66.43
To Assignee for Benefit Charges, viz:		
Water bill		1.80
To Sun Life Insurance Co. of America, Mortgagee- this balance on account mortgage claim		3921.33
		4028.56

Amount of Mortgage Claim filed	6154.22
Interest from 6/1/44 to 9/29/44 - 121 days	124.11
	6278.33
Credit Amount allowed as above	3921.33
BALANCE SUBJECT TO DECREE IN PERSONAM	2357.00

Cr. Sept. 29, 1944	Proceeds of Sale (935 Victory Ave.)	$4000.00
	Refund 1944 Taxes - 3 mos., 1 day	26.78
	Refund 1944 sewer charge - 3 mos., 1 day	1.78
		$4028.56

ORDER NISI.

ORDERED, This 27" 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 29" 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 29" day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 27" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., January 23, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8731 Victory Homes Inc., Case 35 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 29 day of January, 1945. The first insertion being made the 4 day of January, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8732 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 36.	:	Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant.

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6.30) MORTGAGE.

THIS MORTGAGE, Made this 29th day of October, 1943, by and between VICTORY HOMES, INC., a body corporate of the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received there-

from an advance of Sixty-three Hundred Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association).

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-three Hundred Dollars ($6300.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five Dollars and Three Cents Dollars ($35.03), commencing on the first day of December, 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 November, 1968.

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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING FOR the same at the intersection formed by the east line of Victory Avenue as now laid out fifty-five feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant three hundred seventy-five feet six and three-eighths inches ------- southerly measured along the said east line of said Victory Avenue from the south line of Townsend Avenue as now laid out thirty feet wide; and running thence continuously south seventy-eight degrees east one hundred two feet nine and one-half inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a fifteen foot alley there situate; thence binding on the west line of said alley, with the use thereof in common south fifteen degrees six minutes west seventeen feet ten and three-eighths inches to the intersection formed by the easterly extension of the center line of a party wall constructed in part on the land herein described; thence continuously north seventy-eight degrees west one hundred one feet ten and one-half inches binding on the

said center line of said party wall so extended, the center line of said party wall and the center line of the said party wall extended westerly to intersect the said east line of said Victory Avenue; thence binding on the east line of Victory Avenue north twelve degrees east seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 937 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, hot water heater and ranges (2), all of which accessories and equipment are herewith declared to be by the said mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this mortgage.

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.

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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' time from the date of this mortgage, de-

clining 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of Morris L. Woronoff, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 29th day of October, 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 of said body corporate.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public.

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 229, etc., Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION.

Joseph R. Schneider

Secretary By: Joseph M. Hisley Vice-President

Recorded Dec. 8" 1943 at 2 P.M. in Liber J.H.H.
No. 296, Folio 232, Land Records of A. A. Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA.

A. T. Wolfsheimer By S. Z. Rothschild, President.

Recorded August 7" 1944 at 9:00 A.M., in Liber J.H.H.
No. 296 Folio 232, etc., Land Records of A. A. Co.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for

the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller — Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) — SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.) — Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. G.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee, and Solicitor for Thomas A. deLauder, assignee, and Solicitor for Sun Life Insurance Company of America.

Filed Sept. 6" 1944.

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore -2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 229 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered Thomas A. deLauder (SEAL)
in the presence of (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY
Louis Mitnick As to principal By Charles H. Cover
Attest: By Marie S. Quandt As to Surety Attorney-in-Fact.

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 937 Victory Avenue		
To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,300.00
Less: This amount received on account of principal	$ 80.74	
This amount of balance to credit of expense account	$ 65.04	145.78
		$6,154.22
With interest from June 1, 1944, to date of final ratification of Auditor's Account		

Thomas A. deLauder
Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public.

Filed Sept. 28" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, assignee,
VS.
VICTORY HOMES, INC. Case 36.

No. 8732 Equity
In the Circuit Court
for
Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 937 Victory Avenue, at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Four Thousand Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 937 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 229, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 11:55 A.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on the east line of Victory Avenue 375 feet 6 3/8 inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, thence eastwardly through centre of said wall 102 feet 9½ inches to west side of 15 foot alley, thence southwardly thereon, with use thereof in common, 17 feet 10 3/8 inches to line of centre of party wall, thence westwardly through centre of said wall 101 feet 10½ inches to east line of Victory Avenue, thence northwardly thereon 17 feet 10 inches to beginning; known as 937 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2). SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the __ day of November next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944.

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

We hereby certify, that the annexed Order Nisi - Eq. 8732 Case 36 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE,
VS.
use of Thomas A. deLauder, Assignee
VS.
VICTORY HOMES, INC. Case 36

No. 8732 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.

December 23, 1944.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc. in ac. with Thomas A. deLauder, Assignee

Assignee's Commissions Waived

	$	$
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	27.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	

To Sam W. Pattison & Co. - Auctioneer	$ 3.00	$
Jacob M. Moses - Legal Services	10.00	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.00	
Miscellaneous expense	.23	66.43
To Assignee for Benefit Charges, viz:		
Water bill		2.52
To Sun Life Insurance Co. of America, Mortgagee-		
this balance on account mortgage claim		3920.61
		4028.56

Amount of Mortgage Claim filed	6154.22
Interest from 6/1/44 to 9/29/44 - 121 days	124.11
	6278.33
Credit Amount allowed as above	3920.61
BALANCE SUBJECT TO DECREE IN PERSONAM	2357.72

Cr. Sept. 29, 1944	Proceeds of Sale (937 Victory Ave.)	$4000.00
	Refund 1944 Taxes - 3 mos., 1 day	26.78
	Refund 1944 sewer charge - 3 mos., 1 day	1.78
		$4028.56

ORDER NISI.

ORDERED, This 27" 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 29" 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 29" day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 27" 1944.

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 23, 1945

We hereby certify, that the annexed Order Nisi - Eq. 8732 Victory Homes, Inc. Case 36 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 29 day of January, 1945. The first insertion being made the 4 day of January, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE : No. 8733 Equity
VS. : In the Circuit Court for
VICTORY HOMES, INC. Case 37 : Anne Arundel County

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses
Irvin Siegael
Solicitors for Complainant.

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6.60) MORTGAGE

THIS MORTGAGE, Made this 29th day of October, A.D. 1943, by and between VICTORY HOMES, INC., a body corporate of the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Sixty-six Hundred Dollars ($6600.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-six Hundred Dollars ($6600.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-six Dollars and Seventy Cents ($36.70), commencing on the first day of December, 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 November, 1968.

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 mort-

gage 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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection of the easterly line of Victory Avenue as now laid out fifty-five feet wide and the westerly extension of the center line of a party wall constructed on part of the land herein described, said point of beginning being distant south twelve degrees west three hundred ninety-three feet four and three-eighths inches measured along the easterly line of said Victory Avenue from the southerly line of Townsend Avenue as now laid out thirty feet wide; and running thence binding on the easterly line of the aforementioned Victory Avenue the two following courses and distances: south twelve degrees west nineteen feet six and one-quarter inches and on a curve to the left with a radius of twenty feet for a distance of thirty-nine feet and one-eighth of an inch, said curve being subtended by a chord bearing south forty-three degrees fifty-two minutes thirty seconds east thirty-three feet one and three-eighths inches to intersect the northerly line of Eleventh Avenue as now laid out sixty feet wide; thence binding on the northerly line of said Eleventh Avenue the two following courses and distances: on a curve to the right with a radius of two hundred twenty-one feet for a distance of sixty-eight feet four and five-eighths inches, said curve being subtended by a chord bearing north eighty-nine degrees six minutes fifty-five seconds east sixty-eight feet one and one-half inches and south eighty-two degrees one minute ten seconds east six feet ten and one-half inches to intersect the twelfth line of the land conveyed by Smith to Pumphrey at a point distant fifty-five feet five and one-eighth inches from the beginning of said twelfth line; thence binding on part of the said twelfth line north fifteen degrees six minutes east twenty-two feet five and one-half inches to intersect the easterly extension of the center line of the aforementioned party wall; thence binding in part on the said easterly extended center line and the center line of the said party wall and the first mentioned westerly extended center line of said party wall north seventy-eight degrees west one hundred one feet ten and one-half inches to the place of beginning. The improvements whereon are known as No. 939 Victory Avenue.

BEING a part of the lot of ground firstly described in a Deed from The Penniman and Adkins Holding Company to Victory Homes, Inc., dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, (2) bath accessories, (2) kitchen cabinets, (2) medicine cabinets, light fixtures, laundry tubs, screens, hot water heater and (2) ranges, all of which accessories and equipment are herewith declared to be by the said mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security

for this mortgage.

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.

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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months' 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be nec-

essary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of Morris L. Woronoff, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff President.

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of October, 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 of said body corporate.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said

mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 209, etc., Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the aforegoing mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY OF AMERICA this 29th day of October, 1943, without recourse, representation or warranty. WITNESS: the signature of said body corporate by the hand of Joseph M. Hisley, its Vice-President and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider
Secretary

By Joseph M. Hisley Vice-President.

Recorded Dec. 8" 1943 at 2 P.M., in Liber J.H.H.
No. 296, Folio 212, Land Records of A. A. Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA

A. T. Wolfsheimer By S. Z. Rothschild, President

Recorded August 7" 1944 at 9:00 A.M., in Liber J.H.H.
No. 296, Folio 212, etc., Land Records of A. A. Co.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Asso-

ciation, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Compay of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller — Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) — SUN LIFE INSURANCE COMPANY OF AMERICA

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.) — Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. C. P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses

Solicitor for Irvin Siegael, assignee, and Solicitor for Thomas A. deLauder, assignee, and Solicitor for Sun Life Insurance Company of America.

Filed Sept. 6" 1944.

BOND 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore -2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the twenty-ninth day of October, 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 209 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of — Thomas A. deLauder (SEAL)

(CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mitnick As to principal

By Charles H. Cover

Attest: By Marie S. Quandt As to Surety

Attorney-in-Fact.

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 939 Victory Avenue

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,600.00
Less: This amount received on account of principal	$ 84.59	
This amount of balance to credit of expense account	$ 70.55	155.14
		$6,444.86
With interest from June 1, 1944, to date of final ratification of Auditor's Account.		

Thomas A. deLauder

Assignee, Plaintiff.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Filed Sept. 28" 1944.

IRVIN SIEGAEL, ASSIGNEE, No. 8733 Equity

VS. In the Circuit Court for

VICTORY HOMES, INC. Case 37 Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above- entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 939 Victory Avenue, at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Forty-three Hundred Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder

Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the aforegoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public.

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 939 Victory Avenue, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 229, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 12 Noon, (E.W.T.)

all that lot of ground in said County thus described:

BEGINNING on the east line of Victory Avenue 393 feet 4 3/8 inches south of Townsend Avenue, as laid out 30 feet wide, at centre line of party wall, thence on Victory Avenue south 12 degrees west 19 feet 6 1/4 inches and on a curve to the left with a radius of 20 feet for a distance of 39 feet and 1/8 of an inch said curve being subtended by a chord bearing south 43 degrees 52 minutes 30 seconds east 33 feet 1 3/8 inches to northerly line of Eleventh Avenue, as laid out 60 feet wide, thence binding along Eleventh Avenue, on a curve to the right with a radius of 221 feet for a distance of 68 feet 4 5/8 inches, said curve being subtended by a chord bearing north 89 degrees 6 minutes 55 seconds east 68 feet 1 1/2 inches and south 82 degrees 1 minute 10 seconds east 6 feet 10 1/2 inches to intersect 12th line of land conveyed by Smith to Pumphrey at point 55 feet 5 1/8 inches from beginning of said 12th line, north 15 degrees 6 minutes east 22 feet 5 1/2 inches to intersect the easterly extension of centre line of said party wall, thence through centre of said wall 101 feet 10 1/2 inches to beginning; known as 939 Victory Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2), SUBJECT TO RESTRICTIONS of record which will be announced at sale,

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4300.00

John H. Hopkins, 3rd., Clerk.

Filed October 7" 1944.

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

We hereby certify, that the annexed Order Nisi - Eq. 8733 Case 37 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 8 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. 10" 1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE,	No. 8733 Equity
use of Thomas A. deLauder, Assignee	In the Circuit Court
VS.	for
VICTORY HOMES, INC. Case 37	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.

December 23, 1944

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc. in ac. with Thomas A. deLauder, Assignee.

Assignee's Commissions Waived

	$	$
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	34.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co.- Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
One-half Federal revenue stamps	2.48	
One-half State revenue stamps	2.15	
Miscellaneous expense	.23	73.86
To Assignee for Benefit Charges, viz:		
Water bill		1.80

To Sun Life Insurance Co. of America, Mortgagee-

this balance on account mortgage claim		$4214.35
		4329.01
Amount of Mortgage Claim filed	$6444.86	
Interest from 6/1/44 to 9/29/44 -121 days	129.97	
	6574.83	
Credit Amount allowed as above	4214.35	
BALANCE SUBJECT TO DECREE IN PERSONAM	2360.48	

Cr. Sept. 29, 1944	Proceeds of Sale (939 Victory Ave.)	$4300.00
	Refund 1944 Taxes - 3 mos., 1 day	27.22
	Refund 1944 sewer charges - 3 mos., 1 day	1.79
		$4329.01

ORDER NISI.

ORDERED, This 27th 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 29th 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 29th day of January next.

John H. Hopkins, 3rd., Clerk

Filed Dec. 27" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., January 23, 1945

We hereby certify, that the annexed Order Nisi - Eq. 8733 Victory Homes, Inc., Case 37 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 29 day of January, 1945. The first insertion being made the 4 day of January, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE, : No. 8734 Equity

VS. : In the Circuit Court for

VICTORY HOMES, INC. Case 38 : Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant.

Filed August 11" 1944

"COMPLAINANT'S EXHIBIT A."

(MD. STATE STAMPS $6.60) MORTGAGE

THIS MORTGAGE, Made this 17th day of December, A.D. 1943, by and between VICTORY HOMES, Inc. a body corporate, of the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of SIXTY-SIX HUNDRED Dollars ($6600.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIXTY-SIX HUNDRED Dollars ($6600.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of 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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the east line of First Street as now laid out fifty-five feet wide and the extension westerly of the centerline of a party wall constructed in part on the land herein being described, said point of beginning being also distant forty-four feet two and one quarter inches southerly measured along the east line of First Street from the south line of Townsend Avenue as now laid out thirty feet wide and running 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 west line of a fifteen foot alley there laid out with the right of user thereof in common with others; thence binding on the west line of said alley north twelve degrees east forty-four feet two and one quarter inches to intersect the south line of said Townsend Avenue, thence binding on the south line of said Townsend Avenue north seventy-eight degrees west one hundred feet to the southeast corner of said Townsend Avenue and said First Street both as now laid out; thence binding on the east line of said First Street south twelve degrees west forty-four feet two and one-quarter inches to the place of beginning. The improvements whereon are known as No. 901 First Street.

BEING a portion of the property firstly described in a Deed from The Penniman and Adkins Holding Company to said Mortgagor herein, dated October 29th, 1943 and recorded among the Land Records of Anne Arundel County on December 8th, 1943.

SUBJECT to a fifteen-foot reservation along the north side of said lot for the purpose of widening Townsend Avenue.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground bath accessories (2) kitchen cabinets (2) medicine cabinets (2) lighting fixtures, laundry tubs, screens, water heater, ranges (2), all of which accessories and equipment are herewith declared to be, by the said Mortgagor, fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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, forever in fee simple

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal

debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (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 paragragh 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 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months 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 J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court

having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice,all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written. and the signature of Morris L. Woronoff, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff,President

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 17th 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, the President of Victory Homes, Inc. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared WALTER S. CALWELL, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public

Recorded Dec. 23, 1943 at 12:30 P.M., in Liber J.H.H.
No. 296, Folio 309, etc., Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, the Baltimore Federal Savings and Loan Association hereby assigns the aforegoing Mortgage and the debt thereby secured to SUN LIFE INSURANCE COMPANY

OF AMERICA, this 17th day of December, 1943, without recourse, representation or warranty.

WITNESS the signature of said body corporate by the hand of JOSEPH M. HISLEY, its Vice President and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider By Joseph M. Hisley, Vice President

Secretary

Recorded Dec. 23rd. 1943, at 12:30 P.M., in Liber J.H.H.

No. 296, Folio 312, Land Records of Anne Arundel County.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA.

A. T. Wolfsheimer By S. Z. Rothschild President.

Recorded August 7, 1944 at 9:00 A.M., in Liber J.H.H.

No. 296, Folio 312, etc., Land Records of A. A. Co.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association, thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249, and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and

nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller — Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) — SUN LIFE INSURANCE COMPANY OF AMERICA. By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.) — Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. O. P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313 folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
SOLICITOR for Irvin Siegael, assignee, and Solicitor for Thomas A. deLauder, assignee, and Solicitor for Sun Life Insurance Company of America.

Filed Sept. 6" 1944.

BOND 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore - 2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to

be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the Seventeenth day of December 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 309 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered — Thomas A. deLauder (SEAL)

in the presence of — (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY

Louis Mithick As to principal — By Charles H. Cover

Attest: By Kathryn V. Joyce As to Surety. — Attorney-in-Fact.

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 901 First Street

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,600.00
Less: This amount received on account of principal	$ 60.19	
This amount of balance to credit of expense account	$ 61.99	122.18
		$6,477.82
With interest from June 1, 1944, to date of final ratification of Auditor's Account		

Thomas A. deLauder

Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and

true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller, Notary Public

Filed Sept. 28" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, assignee,
VS.
VICTORY HOMES, INC. Case 38

No. 8734 Equity
In the Circuit Court
for
Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 901 First Street, at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Forty-five hundred Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St. Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 901 First Street, Brooklyn Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association dated December 17, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 309, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred there-

under, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 1:00 P.M. (E.W.T).

all that lot of ground in said County, thus described:

BEGINNING on east line of First Street 44 feet 2 1/4 inches south of Townsend Avenue as laid out 30 feet wide, at centre line of party wall, thence eastwardly through centre of party wall 100 feet to west line of 15 foot alley, thence northwardly thereon, with use thereof in common, 44 feet 2 1/4 inches to Townsend Avenue thence westwardly thereon 100 feet to First Street, and thence south thereon 44 feet 2 1/4 inches to beginning; known as 901 First Street; subject to a 15 foot reservation along the north side of said lot for the purpose of widening Townsend Avenue.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2). SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed October 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4500.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944.

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6" 1944.

We hereby certify, that the annexed Order Nisi - Eq. 8734 Case 38 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 8 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. 10th.1944.

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 14" 1944.

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, Assignee
VS.
VICTORY HOMES, INC. Case 38

No. 8734 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 atated the within account.

December 23, 1944.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc. in ac. with Thomas A. deLauder, Assignee.

Assignee's Commissions Waived

	$	$
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's Appearance Fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	28.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
Stackhouse & Son - Commissions on Rent collections	3.22	
One-half Federal revenue stamps	2.48	
One-half State revenue stamps	2.25	
Miscellaneous expense	.23	71.18
To Assignee for Benefit Charges, viz:		
Water Bill		8.28
To Sun Life Insurance Company of America, Mortgagee- this balance on account mortgage claim		4457.15
		4575.61

Amount of Mortgage Claim filed	6477.82
Interest from 6/1/44 to 9/29/44 - 121 days	130.64
	6608.46
Credit Amount allowed as above	4457.15
BALANCE SUBJECT TO DECREE IN PERSONAM	2151.31

Cr. Sept. 29, 1944	Proceeds of Sale (901 First Street)	$4500.00
	Refund 1944 Taxes - 3 mos., 1 day	27.55
	Refund 1944 sewer charge - 3 mos., 1 day	2.06
	Rents collected	46.00
		$4575.61

ORDER NISI.

ORDERED, This 27th 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 29th 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 29th day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 27" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., January 23, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8734 Victory Homes, Inc. Case 38 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 29 day of January, 1945. The first insertion being made the 4 day of January, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feby. 20" 1945.

IRVIN SIEGAEL, ASSIGNEE	:	No. 8735 Equity
VS.	:	In the Circuit Court for
VICTORY HOMES, INC. Case 39	:	Anne Arundel County.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit in the above entitled case and file therein Mortgage marked "Complainant's Exhibit A".

J. M. Moses

Irvin Siegael

Solicitors for Complainant.

Filed August 11" 1944.

"COMPLAINANT'S EXHIBIT A".

(MD. STATE STAMPS $6.30) MORTGAGE

THIS MORTGAGE, Made this 17th 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 BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of SIXTY-THREE HUNDRED Dollars ($6300.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of

the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIXTY-THREE HUNDRED Dollars ($6300.00), 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 Baltimore Federal Savings and Loan Association, 19 E. Fayette St., in Baltimore City, 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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the east line of First Street, as now laid out fifty-five feet wide and the extension westerly 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-four feet two and one-quarter inches southerly measured along the east line of First Street from the south line of Townsend Avenue, as now laid out thirty feet wide, and running thence continuously south seventy-eight degrees no minutes no seconds east one hundred feet no inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly 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 on the west line of said alley south twelve degrees no minutes no seconds west seventeen feet ten inches to

the intersection formed by the west line of said fifteen-foot alley and the extension easterly of the center line of a party wall constructed in part on the land herein being described; thence continuously north seventy-eight degrees no minutes no seconds west one hundred feet no inches binding on the said center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended westerly to intersect the said east line of First Street; thence binding on the said east line of First Street north twelve degrees no minutes no seconds east seventeen feet ten inches to the place of beginning. The improvements whereon are known as No. 903 First Street.

BEING a portion of the property firstly described in a Deed from The Penniman and Adkins Holding Company to said Mortgagor herein, dated October 29, 1943, and recorded among the Land Records of Anne Arundel County on December 8, 1943.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground bath accessories (2), kitchen cabinets (2), medicine cabnets (2), lighting fixtures, laundry tubs, screens, hot water heater and ranges (2), all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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.

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 Feddral 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 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. That he specially warrants the property herein mortgaged, and that he will exe-

cute 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 (30) days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or J. Edward Adkins, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchase or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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(s) of the Mortgagor(s) on the day and year first above written, and the signature of MORRIS L. WORONOFF, its President.

Witness: (CORPORATE SEAL) VICTORY HOMES, INC.

Sadye B. Jacobs By: Morris L. Woronoff, President

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 17th 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, the President of VICTORY HOMES, INC., the above-named Mortgagor, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also personally appeared WALTER S. CALWELL, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Sadye B. Jacobs Notary Public

Recorded Dec. 23, 1943, at 12:30 P.M. in Liber J.H.H.
No. 296, Folio 321, etc., Mortgage Records of A.A.Co.

FOR VALUE RECEIVED, the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION hereby assigns the aforegoing Mortgage and the debt thereby secured to the SUN LIFE INSURANCE COMPANY OF AMERICA, this 17th day of December, 1943, without recourse, representation or warranty. WITNESS: the signature of said body corporate by the hand of JOSEPH M. HISLEY, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

ATTEST: (CORPORATE SEAL) BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph R. Schneider, Secretary. By: Joseph M. Hisley, Vice-President

Recorded Dec. 23rd. 1943 at 12:30 P.M. in Liber J.H.H.
No. 296, Folio 324, Land Records of A. A. Co.

We hereby assign the within mortgage to Irvin Siegael, Attorney, for purpose of foreclosure. Witness corporate seal of Assignor and signature of its President this 2nd day of August, 1944.

TEST: (CORPORATE SEAL) SUN LIFE INSURANCE COMPANY OF AMERICA

A. T. Wolfsheimer By S. Z. Rothschild President.

Recorded August 7" 1944 at 9:00 A.M., in Liber J.H.H.
No. 296, Folio 324, etc., Land Records of A. A. Co.

Filed August 11" 1944.

EXHIBIT & ORDER TO ENTER TO USE, ETC.

THIS ASSIGNMENT OF MORTGAGES Made this 16th day of August, 1944, by Irvin Siegael, of the City of Baltimore, in the State of Maryland, and Sun Life Insurance Company of America, a Maryland Corporation.

WHEREAS, by separate short assignments on each of the mortgages herein mentioned and duly recorded, the mortgages hereinafter mentioned were assigned by the Sun Life Insurance Company of America to the said Irvin Siegael, therein designated as Irvin Siegael, Attorney, for the purpose of foreclosure; the word "Attorney" having been added merely for the purpose of identification of the Assignee;

AND, WHEREAS, said Irvin Siegael, being ill, desires to assign the said mortgages to the Assignee herein for the purpose of foreclosure, in order to avoid unnecessary delay in proceeding with foreclosure, and the said Sun Life Insurance Company of America joins

in this assignment to effectually assign said mortgages to the Assignee herein.

NOW, THEREFORE, in consideration of the premises and One Dollar, the said Irvin Siegael and Sun Life Insurance Company of America, hereby grant and assign unto Thomas A. deLauder, of said City of Baltimore, for the purpose of foreclosure, all those seventy-four mortgages from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association thirty-seven whereof are each dated October 29, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 101, 97, 105, 201, 109, 117, 169, 165, 161, 157, 153, 149, 145, 141, 121, 125, 133, 93, 89, 129, 113, 137, 173, 189, 205, 197, 193, 181, 185, 177, 233, 225, 217, 213, 221, 229 and 209, and twenty whereof are each dated December 17, 1943, and are recorded respectively among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folios 309, 321, 289, 285, 313, 305, 297, 301, 293, 325, 281, 273, 277, 269, 265, 257, 261, 253, 249 and 317, and eight whereof are each dated December 23, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 296, folios 425, 429, 453, 449, 441, 445, 433 and 437, and nine whereof are each dated December 30, 1943, and are recorded respectively among said Land Records in Liber J.H.H. No. 297, folios 41, 37, 33, 29, 25, 9, 13, 17 and 21; all of said mortgages having been assigned by the Mortgagee therein to the Sun Life Insurance Company of America.

WITNESS the hand and seal of said Irvin Siegael and witness also the corporate seal of Sun Life Insurance Company of America and the signature of its President.

TEST: Mary A. Weller — Irvin Siegael (SEAL)

SEAL (Sun Life Insurance Company of America Incorporated) — SUN LIFE INSURANCE COMPANY OF AMERICA.

By Stanford Z. Rothschild President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irvin Siegael, the above named Assignor, and acknowledged the foregoing Assignment of Mortgages to be his act; and at the same time also personally appeared before me Stanford Z. Rothschild, the President of Sun Life Insurance Company of America, and acknowledged the aforegoing Assignment of Mortgages to be its act.

WITNESS my hand and notarial seal.

SEAL (Mary A. Weller Notary Public Baltimore, Md.) — Mary A. Weller Notary Public

My commission expires May 7th, 1945.

Recorded August 22, 1944 at 12-05 P.M. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify that the foregoing is a copy of the assignment of mortgages truly taken and copied from Liber J.H.H. No. 313, folio 63, one of the land record books of Anne Arundel County, recorded August 22, 1944, at 12:05 p.m.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of August, A.D. 1944.

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

Mr. Clerk:

Please file the annexed certified copy of assignment of mortgage as an exhibit in these proceedings and enter the within proceedings to the use of Thomas A. deLauder, assignee, in accordance therewith.

J. M. Moses
Solicitor for Irvin Siegael, assignee,
and Solicitor for Thomas A. deLauder,
assignee, and Solicitor for Sun Life
Insurance Company of America.

Filed Sept. 6" 1944.

BOND. 213773

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. deLauder, 109 E. Redwood Street, Baltimore-2, Md. as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, 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 Three Thousand and 00/100 ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30 day of August in the year of our Lord nineteen hundred and forty-four.

Whereas, the above bounden Thomas A. deLauder by virtue of the power contained in a mortgage from Victory Homes, Inc. to Baltimore Federal Savings and Loan Association bearing date the seventeenth day of December 1943 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 296 Folio 321 and assigned by mesne assignments to said Thomas A. deLauder, 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, and is about to collect the rents of said premises, assigned by said mortgage as additional security.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas A. deLauder, assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, and said rents, 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 Thomas A. deLauder has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered — Thomas A. deLauder (SEAL)
in the presence of — (CORPORATE SEAL) GREAT AMERICAN INDEMNITY COMPANY
Louis Mitnick As to principal — By Charles H. Cover
Attest: By Kathryn V. Joyce As to Surety — Attorney-in-Fact

Filed Sept. 6" 1944.

STATEMENT OF MORTGAGE CLAIM.

Property No. 903 First Street

To the original amount of principal indebtedness secured by the mortgage filed in this case		$6,300.00
Less: This amount received on account of principal	$ 57.46	
This amount of balance to credit of expense account	$ 57.75	115.21
		$6,184.79
With interest from June 1, 1944, to date of final ratification of Auditor's Account.		

Thomas A. deLauder
Assignee, Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 25th 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 Thomas A. deLauder, assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public.

Filed Sept. 28" 1944

IRVIN SIEGAEL, ASSIGNEE,
use of Thomas A. deLauder, assignee,
VS.
VICTORY HOMES, INC. Case 39

No. 8735 Equity
In The Circuit Court
For
Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Thomas A. deLauder, assignee of mortgagee, in the above-entitled case, respectfully shows:

That by virtue of the power contained in the mortgage filed in this case, the undersigned Thomas A. deLauder, assignee of said mortgage, default continuing thirty days having occurred thereunder, did, after having filed bond in the above-entitled case, which was duly approved, and after having given twenty days' notice by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, attend on the premises and then and there sold the property described in said mortgage, the same being known as No. 903 First Street, at public auction on Friday, the 29th day of September, 1944, at the hour set forth in said advertisement, unto Sun Life Insurance Company of America, it being then and there the highest bidder therefor, at and for the price or sum of Four Thousand Dollars; taxes and all other public charges and assessments to be adjusted to day of sale.

All of which is respectfully submitted.

Thomas A. deLauder
Assignee of Mortgagee.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this second day of October, 1944, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. deLAUDER, assignee of mortgagee, mentioned in the foregoing Report of Sale, and made oath that the matters and facts set forth in the foregoing Report of Sale, are true, and that the sale thereby reported was fairly and bona fide made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary A. Weller Notary Public

Copy of Advertisement mentioned in the foregoing Report of Sale:-

J. M. MOSES, SOLICITOR, 109 E. Redwood St., Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY 903 First Street, Brooklyn, Anne Arundel County, Md.

By virtue of power contained in mortgage from Victory Homes, Inc., to Baltimore Federal Savings and Loan Association dated December 17, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 296, folio 321, etc., (assigned by mesne assignments to Thomas A. deLauder), default continuing 30 days having occurred thereunder, the undersigned Assignee will sell at public auction on the premises on Friday September 29, 1944, 1:05 P.M. (E.W.T.)

all that lot of ground in said County, thus described:

BEGINNING on east line of First Street 44 feet 2 1/4 inches south of Townsend Avenue, as laid out 30 feet wide at centre line of party wall, thence fronting south on First Street 17 feet 10 inches to centre line of party wall with depth of even width east 100 feet to a 15 foot alley, with use thereof in common; known as 903 First Street.

IN FEE SIMPLE, and improved by a two story brick dwelling, containing two apartments, each apartment containing two rooms, kitchen and bath.

Said dwelling contains bath accessories (2), kitchen cabinets (2), medicine cabinets (2), lighting fixtures, laundry tubs, screens, water heater, and ranges (2). SUBJECT TO RESTRICTIONS of record which will be announced at sale.

TERMS OF SALE: Cash upon ratification of sale by the Court; taxes and all other public charges and assessments to be adjusted to day of sale.

Cash deposit $300 required at sale.

THOMAS A. deLAUDER, Assignee

SAM W. PATTISON & CO., Auctioneers.

Filed Oct. 7" 1944.

ORDER NISI.

Ordered, this 7th day of October, 1944, That the sale of the fee-simple property made and reported by Thomas A. deLauder, assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be $4000.00

John H. Hopkins, 3rd., Clerk.

Filed Oct. 7" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., November 6" 1944

We hereby certify, that the annexed Order Nisi - Eq. 8735 Case 39 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 8 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. 10" 1944

ORDERED BY THE COURT, This 14th day of November, 1944, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Nov. 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.

December 23, 1944

All of which is respectfully submitted.

Laura R. Jickling Auditor.

Dr. Irvin Siegael, Assignee, use of Thomas A. deLauder, Assignee vs. Victory Homes, Inc.
in ac. with Thomas A. deLauder, Assignee

Assignee's Commissions Waived

	$	$
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's Appearance Fee	10.00	
Clerk of Court - costs	20.00	
Auditor	9.00	39.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	24.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Great American Indemnity Co. - Bond premium	12.00	
Sam W. Pattison & Co. - Auctioneer	3.00	
Jacob M. Moses - Legal Services	10.00	
Stackhouse & Son - Commissions on Rent collections	6.09	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.00	
Miscellaneous expense	.23	69.52
To Assignee for Benefit Charges, viz:		
Water bill		7.38
To Sun Life Insurance Co. of America, Mortgagee- this balance on account mortgage claim		3999.66
		4115.56

Amount of Mortgage Claim filed	$6184.79
Interest from 6/1/44 to 9/29/44 - 121 days	124.73
	$6309.52
Credit Amount allowed as above	3999.66
BALANCE SUBJECT TO DECREE IN PERSONAM	2309.86

Cr. Sept. 29" 1944	Proceeds of Sale (903 First Street)	$4000.00
	Refund 1944 Taxes - 3 mos., 1 day	26.78
	Refund 1944 sewer charge - 3 mos., 1 day	1.78
	Rents collected	87.00
		4115.56

ORDER NISI.

ORDERED, This 27th 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 29th 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 29th day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 27" 1944.

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 23, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8735 Victory Homes Inc. Case 39 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 29 day of January, 1945. The first insertion being made the 4 day of January, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Feby. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20" 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.

James Clark

Filed Feby. 20" 1945.

In the Matter of the Sale of the Mortgaged : No. 7919 Equity
Real Estate of John R. McDaniel and Mary A. : In The Circuit Court For
McDaniel (Present owner - Charles Schmier) : Anne Arundel County.

Mr. Clerk:

Please docket the within foreclosure and file the within original mortgage.

J. Oliver Clark

Assignee.

Filed Nov. 17" 1939.

THIS MORTGAGE, Made this twelfth day of December, in the year nineteen hundred and twenty-two, by and between John R. McDaniel and Mary A. McDaniel, his wife, of Anne Arundel County, State of Maryland, of the first part, hereinafter called "MORTGAGORS"; and Edna E. Perrie, also of said County and State, of the second part, hereinafter called "MORTGAGEE".

WHEREAS, the said MORTGAGORS have this day received by way of loan from the said MORTGAGEE the sum of Three Hundred Dollars ($300.00), as evidence of which they have passed to the said MORTGAGEE their promissory note for said sum, of even date herewith, and payable two (2) year after date, with interest thereon at the rate of six per centum per annum, payable semi-annually, as evidenced by their four other promissory notes of even date herewith, each for the sum of Nine Dollars ($9.00), and payable, respectively at succeeding intervals of six months after date; and

WHEREAS, it was a condition precedent to the granting of said loan that this mortgage should be executed for the purpose of securing the payment of the said notes, together with any and all renewals thereof or substitutes therefor, at the times limited for the same.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and of the sum of Five Dollars ($5.00), the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, her heirs and assigns, in fee simple, all those two tracts or parcels of ground, containing in the aggregate twenty (20) acres, more or less, situated in the Fourth Election District of Anne Arundel County, Maryland, and being particularly described in the deed thereof from William G. Jackson and wife, to the said MORTGAGORS, dated July 2, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 22, folio 123.

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

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

PROVIDED, that if the said MORTGAGORS, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Three Hundred ($300.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

tative or assigns, or Ridgely P. Melvin, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, her heirs, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Twenty-five ($25.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property ---------- by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, her heirs, personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

AND the said MORTGAGORS, for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, her heirs, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Three Hundred ($300.00) Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, her heirs, personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, her heirs, personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

Test:

Laura R. Jickling

John R. McDaniel (SEAL)
her
Mary X A. McDaniel (SEAL)
mark

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 12th day of December, in the year nineteen hundred and twenty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John R. McDaniel and Mary A. McDaniel, his wife, the Mortgagors named in the aforegoing Mortgage and duly acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Edna E. Perrie, the within named mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

WITNESS MY HAND AND SEAL NOTARIAL.

(NOTARIAL SEAL) Laura R. Jickling, Notary Public.

Recorded Dec. 13" 1922, at 11:30 A.M. in Liber W.N.W.
No. 56, Folio 376, etc., Land Records of A.A.Co.

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

As Witness the hand and seal of Edna E. Perrie, this 6th day of October, 1939.

Witness: Margaret E. Branzell Edna E. Perrie (SEAL)

Received for Record 17 day of Nov. 1939, at 10 o'clock A.M.
& same day recorded in Liber W.N.W. No. 56, Fol. 378, Land
Records of Anne Arundel County.

Filed Nov. 17" 1939.

BOND.

KNOW ALL MEN BY THESE PRESENTS:

That we, J. Oliver Clark as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand ($1000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 16th day of November in the year of our Lord 1939.

Whereas, the above bounden J. Oliver Clark by virtue of the power contained in a mortgage from John R. McDaniel and Mary A. McDaniel, his wife to Edna E. Perrie bearing date the 12th day of December 1922 and recorded among the mortgage records of Anne Arundel County in Liber W.N.W. No. 56 Folio 376 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

In Testimony Whereof, the above bounden J. Oliver Clark has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attor-

ney in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of Margaret E. Branzell

Attest: Margaret E. Branzell

(CORPORATE SEAL)

J. Oliver Clark (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By J. Oliver Clark

Attorney-in-Fact.

Filed Nov. 17" 1939.

STATEMENT OF MORTGAGE CLAIM.

Date of Loan	12/12/22
Original Amount of Loan	$ 300.00
Unpaid Interest from 12/12/33 to 11/17/39	106.75
TOTAL AMOUNT DUE 11/17/39	406.75

Edna E. Perrie

Ent

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th day of November, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Edna E. Perrie, the Mortgagee in the above entitled cause, and she made oath that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Witness my hand and Notarial Seal,

(NOTARIAL SEAL)

Margaret E. Branzell Notary Public

Filed Nov. 17" 1939.

ASSIGNEE'S REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Ent

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

(1). That under and by virtue of the power of sale contained in a mortgage from John R. McDaniel and Mary A. McDaniel, his wife, dated the 12th day of December, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 56 folio 376, the said J. Oliver Clark, as the Assignee of said mortgage, by short assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, and also by handbills distributed throughout the vicinity of the property and elsewhere, did on Friday, November 17th, 1939, at 11:00 o'clock A.M. at the Court House door, in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said J. Oliver Clark, Assignee as aforesaid, then and there sold the said property to Edna E. Perrie at and for the sum of Three Hundred and Fifty Dollars ($350.00), she being at that figure the highest bidder therefor, the said property being the following:

All that lot of ground in the Fourth Election District of Anne Arundel County, Maryland, being a part of "Snowden's New Birmingham Manor Corrected", containing twenty (20) acres of land, more or less, the said tract has a frontage of 871.2 feet on Laurel Heights Avenue and has an even depth Southwesterly of 1000 feet to Myrtle Avenue. The Northwest corner of said tract is located at the distance of 1306.8 feet Southeasterly from the intersection of the center line of Laurel Heights Avenue with the center line of Beulah Avenue.

This property is more particularly described by metes and bounds in the deed from William G. Jackson and wife to John R. McDaniel and wife, dated July 2, 1920 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 22 folio 123.

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

Terms of Sale: A deposit of Three Hundred Dollars ($300.00) will be required of the purchaser at the time of the sale and the balance of the purchase money with interest thereon at the rate of 6 per cent per annum to be paid in cash upon final ratification of sale. Taxes, insurance and expenses to be adjusted as of the date of sale.

Respectfully submitted

J. Oliver Clark Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 20th day of November, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Oliver Clark, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

Witness my hand and Notarial Seal,

(NOTARIAL SEAL) Margaret E. Branzell Notary Public

Filed Nov. 20" 1939

ORDER NISI.

ORDERED, this 20th., day of November, 1939, that the sale of the real estate mentioned in these proceedings, made and reported by J. Oliver Clark, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 21st., day of December, 1939; PROVIDED a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 21st., day of December, 1939.

The report states the amount of sales to be Three Hundred and Fifty Dollars ($350.00).

John H. Hopkins, 3rd., Clerk

Filed Nov. 20" 1939

CERTIFICATE OF PUBLICATION Annapolis, Md., Dec. 19, 1939

We hereby certify, that the annexed Order Nisi - Sale - McDaniel - No. 7919 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of December, 1939. The first insertion being made the 23rd day of November, 1939.

THE CAPITAL-GAZETTE PRESS, INC.

By Alfaretta Friend

Filed Jany. 4" 1940.

ORDERED, by the Circuit Court for Anne Arundel County, in Equity, this 5th day of January, 1940, that the sale made and reported by J. Oliver Clark, Assignee, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown,

although due notice appears to have been given as required by the Order Nisi passed in said cause; and it is hereby further ORDERED that the said Assignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin Judge.

Filed Jany. 5" 1940.

In the Matter of the Sale of the Mortgaged Real Estate of John B. McDaniel and Wife (Present owner - Charles Schmier)

No. 7919 Equity
In The Circuit Court
For
Anne Arundel County

AUDITOR'S REPORT AND ACCOUNT

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of John R. McDaniel and Wife (Present owner - Charles Schmier) in ac. with J. Oliver Clark, Assignee.

To Assignee for fee	$ 25.00	$
To Assignee for commissions	24.00	49.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	12.25	
Auditor	9.00	31.25
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	21.00	
Capital-Gazette Press - Handbills	5.50	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
George W. Scible - auctioneer	10.00	
Fidelity & Deposit Co. - bond premium	10.00	
Margaret E. Branzell - notary fees	1.00	
Clerk of Court - recording assignment	.75	58.25
To Assignee for Taxes, viz:		
1939 State and County taxes ($12.43-adj.)		11.90
To Edna E. Perrie, mortgagee - this balance on account mortgage claim		199.60
		350.00
Amount of mortgage claim filed	406.75	
Cr. Amount allowed as above	199.60	
Balance subject to decree in personam	207.15	

Cr. Nov. 17, 1939 Proceeds of Sale $350.00

ORDER NISI.

ORDERED, This 29th day of March, 1940, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 30th, day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th., day of April next.

John H. Hopkins, 3rd., Clerk.

Filed March 29" 1940.

CERTIFICATE OF PUBLICATION Annapolis, Md., May 8, 1940

We hereby certify, that the annexed Order Nisi - Auditor's Acct. - John R. McDaniel No. 7919 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of April, 1940. The first insertion being made the 4th day of April, 1940.

THE CAPITAL-GAZETTE PRESS, INC.

By Alfaretta Friend

Filed May 10" 1940.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13 day of May, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin

Judge.

Filed May 13" 1940.

THE END.