BILL OF COMPLAINT

ROBERT L. NICHOLS, JR., and	::	
FRANCES S. NICHOLS, his wife; and	::	No. 9021 EQUITY
Marie E. Hargy and FRANK HARGY,	::	IN THE CIRCUIT COURT
her husband.	::	FOR
VS	::	ANNE ARUNDEL COUNTY
ALBERTA V. MARTIN and	::	
FRANK MARTIN, her husband.	::	

TO THE HONORABLE,THE JUDGES OF SAID COURT: ::::

YOUR ORATORS, COMPLAINING, SAY:

FIRST: That ROBERT LEE NICHOLS, late of Anne Arundel County, Maryland, deceased, was in his lifetime seized and possessed of a tract or parcel of land lying in the Fourth Election District of Anne Arundel County aforesaid on the old Laurel-Fort Meade Road, acquired from Frank P. Clark, Trustee, by deed dated October 18, 1904, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 39, folio 78, a certified copy of which deed is filed herewith and marked "Complainants' Exhibit A." That said tract originally contained 130 acres of land, more or less, from which the following conveyances have been made, leaving at the time of his death, a balance of approximately 40 acres of land:

(1) Deed to Joseph Graham, et al.,dated December 9, 1905,recorded among the Land Records of Anne Arundel County in Liber G.W. No. 46,folio 325, conveying 0.485 acres;

(2) Deed to John A. Nelson dated September 13, 1913, recorded among the aforesaid Land Records in Liber G.W. No. 98, folio 390, conveying 14 acres;

(3) Deed to George J. Somers dated June 13, 1936, recorded among the aforesaid Land Records in Liber F.A.M. No. 151, folio 396, conveying 25 acres.

(4) Deed to Earl W. Boswell dated July 7, 1936, recorded among the aforesaid Land Records in Liber F.A.M. No. 166, folio 433, conveying 19 acres;

(5) Deed to Alberta V. Martin dated July 10, 1937, recorded among the aforesaid Land Records in Liber F.A.M. No. 168, folio 21, conveying 10.4 acres;

(6) Deed to Marie E. Hargy dated October 2, 1944, recorded among the aforesaid Land Records in Liber J.H.H. No. 316, folio 474, conveying 10.5 acres;

(7) Deed to Robert Lee Nichols, Jr., dated October 2, 1944, recorded among the aforesaid Land Records in Liber J.H.H. No. 316, folio 475, conveying 10.6 acres.

THAT said land remaining is improved by two, two-room, frame dwellings and a one-car,frame garage.

SECOND:That being so seized and possessed, the said ROBERT LEE NICHOLS departed this life on or about the 16th day of April, 1945, intestate, and left surviving him the following children, to whom, as his only heirs at law, the said land has descended;

(1) ROBERT L. NICHOLS, Jr.,one of your orators, a son, of full legal age, who has intermarried with FRANCES S. NICHOLS, and who resides at Savage, Maryland;

(2) MARIE E. HARGY, one of your orators, a daughter, of full legal age ,who intermarried with FRANK HARGY, and who resides at College Park, Maryland;

(3) ALBERTA V. MARTIN, one of the respondents, a daughter, of full legal age, who has intermarried with FRANK MARTIN, and who resides at Laurel, Maryland.

THIRD: That your orators,ROBERT L. NICHOLS, Jr., and MARIE E. HARGY, were appointed administrators of the personal estate of the said ROBERT LEE NICHOLS, deceased, by the Orphans' Court of Anne Arundel County, and have since administered and closed said estate in proper form.

FOURTH: That this property is not susceptible of division in kind without loss or injury to the parties involved; and your orators, by reason thereof, feel that a public sale of said land should be made and the proceeds divided among those entitled to the same, according to their respective interests.

TO THE END, THEREFORE:

(1) THAT a decree may be passed by this Honorable Court authorizing a public sale of the property herein mentioned.

(2) THAT a distribution of the proceeds of such sale may be made according to the respective interests of the parties.

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

MAY IT PLEASE YOUR HONORS to grant unto your orators the writ of subpoena directed to the said ALBERTA V. MARTIN and FRANK MARTIN, her husband, who reside at No. 324 Laurel Avenue, Laurel, Prince George's County, Maryland, commanding them to be and appear in this Honorable Court at some day certain to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman,

Solicitor for Complainants.

Filed March 27, 1946

COMPLAINANTS' EXHIBIT A. EXAMS.EXH. 1. DEED

This Deed made this 18th day of October in the year nineteen hundred and four by and between Frank P. Clark of Baltimore City, State of Maryland,Trustee as hereinafter mentioned of the one part, and Robert Lee Nichols of Anne Arundel County, State of Maryland, of the other part, WITNESSETH:

Whereas by a decree of the Circuit Court of Anne Arundel County, dated May 25th, 1904, and passed in cause number 2592 in said Court, between Harry C. White, Guardian of Anna C. Benedick and Harriet W. Benedick, Complainant, and Anna C. Benedick and Harriet W. Benedick, minors, defendants, the above named Frank P. Clark, was appointed Trustee with authority to sell the real estate in the proceeding in said cause mentioned. And the said Trustee, after complying with all the prerequisites of the decree, did on or about the 26th day of May, 1904, sell unto the said Robert Lee Nichols at and for the sum of Thirteen Hundred and eight dollars, current money, a portion of the aforesaid property situate in Anne Arundel County and State of Maryland,thus described.

Beginning for the same at a stone now at the southeasterly corner of T. W. Waters land and running thence north 60 degrees 45 minutes east 101 3/4 perches to a stone; north 28 degrees 30 minutes east 80 perches to a stone; thence north 36 degrees west 74 4/5 perches to a stone on the south side of the road fifteen feet from the end of the line thence south 62 degrees and 30 minutes west 13 perches on the road; thence north 90 degrees west 19 perches on the road, thence wouth 70 degrees and 15 minutes west 20 perches on the road, thence south 62 degrees and 30 minutes west 42 17/25 perches on the road, thence south 77 degrees west 16 perches on the road, thence south 62 degrees west 4 perches on the road, thence north 60 degrees and 45 minutes west 59 1/2 perches to Thies and Frothingham's corner, 15 feet from a stone thence south 46 degrees and 30 minutes east 28 15/25 perches on the road; south 13 degrees 30 minutes east 17 10/25 perches on the road, south 14 degrees and 30 minutes west 14 perches on the road,south

11 degrees 30 minutes east 24 20/25 perches on the road, south 30 minutes east 26 10/25 perches on the road, south 15 degrees and 15 minutes east 15½ perches on the road south 22 degrees and 45 minutes east 25 2/3 perches on the road to T. H. Waters land 15 feet from a stone, north 60 degrees and 45 minutes east 25 1/3 perches to a stone, south 16 degrees and 15 minutes east 45 10/25 perches to a stone at the place of beginning. containing 130 acres and 32 perches of land more or less.

Being a part of the same tract or parcel of land which was conveyed by George W. B. Roberts and Harry C. White, Executors, etc., to George W. B. Roberts and Harry C. White, Trustees and by said Trustees conveyed to Anne C. Benedick and Harriet W. Benedick, which deed is dated November 27,1903, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 35, folio 37,etc.

And Whereas the aforesaid sale has been duly reported to and ratified and confirmed by the said Circuit Court of Anne Arundel County by order or decree dated October 8th, 1904.

And Whereas Five Hundred Dollars of the purchase money aforesaid has been paid by said Nichols to the said Trustee, and for the remainder a mortgage has been executed, the said Trustee is authorized by the said decree to execute these presents.

Now this Deed witnesseth, that the said Frank P. Clark, Trustee as aforesaid, for and in consideration of the premises and of the sum of Five Hundred dollars, current money, to him in hand paid by the said Grantee and of the Execution by the said Grantee to the Grantor, of a mortgage securing the remainder of the purchase money simultaneously with the securing and delivery of these presents, the receipt of which is hereby acknowledged, doth grant unto the said Robert Lee Nichols, his heirs and assigns, all the property hereinbefore described, with its appurtenances and all the rights, title, interest and estate of the parties to the aforesaid decree both at law and in Equity in and to the same.

To Have and To Hold the aforesaid property with its appurtenances unto the said Robert Lee Nichols his heirs and assigns forever.

Witness my hand and seal.

Frank P. Clark (SEAL)
Trustee

Test: Thos Kell Bradford

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 18th day of October in the year nineteen hundred and four before me the subscriber, a Notary Public of the State of Maryland in and for the said City personally appeared Frank P. Clark,Trustee and acknowledged the foregoing deed to be his act.

Witness my hand and notarial seal. THOS KELL BRADFORD, Notary Public

(NOTARY SEAL)

Recorded 19 October 1904.

State of Maryland,Anne Arundel County, Sct:

I hereby certify that the foregoing Deed was truly taken and copied from Liber G.W. No. 39, folio 78, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 26th day of March,A.D. 1946.

John H. Hopkins, 3rd,Clerk.

(Court Seal)

Filed March 27, 1946.

PETITION FOR ORDER OF PUBLICATION and ORDER OF COURT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of ROBERT L. NICHOLS,Jr., et al.,complainants herein, respectfully shows:

FIRST: That two successive subpoenas against the respondent, FRANK MARTIIN,have been returned

"non est" by the Sheriff of Prince George's County, as will appear by reference to the returns filed in these proceedings.

SECOND: That under the provisions of Section 191 of Article 16 of the Code of Maryland, they are entitled to proceed against said respondent by order of publication as a non-resident.

WHEREFORE, your petitioner prays that an order may be passed by this Honorable Court permitting them to proceed against the said FRANK MARTIN by order of publication as a non-resident.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman,

Solicitor for Complainants.

ORDER OF COURT.

Let the order of publication be passed as prayed.

William J. McWilliams, Judge.

Filed June 6", 1946

ORDER OF PUBLICATION

Two successive subpoenas against the respondent, Frank Martin,who resides at No. 304 Laurel Avenue, Laurel,Prince George's County, Maryland,having been returned non est, this order of publication is published by leave of the court.

The object of this suit is to obtain a decree of court authorizing a public sale of the real estate owned by the parties to this suit and a distribution of the proceeds to those entitled.

The bill recites that Robert Lee Nichols died siezed and possessed of a tract of land lying in the Fourth Election District of Anne Arundel County on the old Laurel-Fort Meade Road,containing approximately 40 acres, and being the balance of a tract originally containing 130 acres, acquired from Frank P. Clark,Trustee, by deed dated October 18, 1904, and recorded among the Land Records of Anne Arundel County in Liber G.W No. 39, folio 78. That said land is improved by two, two-room,frame dwellings and a one-car, frame garage.

That the said Robert Lee Nichols died intestate on April 16, 1945, and left as his only heirs the following children, to whom the said property has descended: (1) Robert L.Nichols,Jr.,a son, of legal age, married to Frances S. Nichols, residing at Savage,Maryland; (2) Marie E. Hargy, a daughter, of legal age, married to Frank Hargy, residing at College Park, Maryland; and (3) Alberta V. Martin, a daughter, of legal age, married to Frank Martin, residing at Laurel, Maryland. That Robert L. Nichols,Jr., and Marie E. Hargy were appointed administrators of the personal estate of Robert Lee Nichols, deceased, which has been duly administered and closed in proper form.

That the property is not susceptible of division in kind without loss or injury to the parties involved, and the complainants feel a public sale of said land should be made and the proceeds divided among the parties entitled, according to their respective interests.

It is thereupon this 11" day of June, 1946,by the Circuit Court for Anne Arundel County sitting in equity ordered that the complainants cause a copy of this order to be inserted in some newspaper printed and published in Anne Arundel County once in each of four successive weeks before the 20 " day of July, 1946, giving notice to the said Frank Martin of the object and substance of this bill, warning him to be and appear in this Honorable Court either in person or by solicitor on or before the 5" day of August,1946,to show cause,if any he have,why a decree should not be passed as prayed herein.

John H. Hopkins, 3rd ., Clerk.

Filed June 11, 1946.

J.H.H. #63 Equity

CERTIFICATE OF PUBLICATION OF ORDER OF PUBLICATION

Annapolis, Maryland

THIS IS TO CERTIFY That the annexed advertisement of ORDER OF PUBLICATION was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 20th day of July, 1946, that is to say, the same was inserted in the issues of June 14, 21, 28 July 5, 1946.

THE SOUTHERN MARYLAND TIMES

Alverta D. Lauer, Secretary-Treasurer.

Filed August 8, 1946

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Plaintiffs, by ALBERT J. GOODMAN, Solicitor, respectfully shows:

1. That the defendant, FRANK MARTIN, having been duly (notified by Order of Publication) to appear to the Bill of Complaint, has failed to appear thereto or to answer, plead or demur, according to the exigency of the (said Order).

2. That the cause may now be proceeded with ex parte as against the defendant so in default.

Wherefore, your Petitioners pray that the Bill of Complaint be taken pro confesso against the defendant.

And as in duty bound, etc.

Albert J. Goodman, Solicitor for Petitioners

ORDER OF COURT

The defendant, FRANK MARTIN, having been duly (notified by Order of Publication) to appear to the Bill of Complaint and having failed to appear thereto, according to the command of the (said Order).

It is thereupon this 8" day of August, 1946, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED AND DECREED that said Bill of Complaint be and the same is hereby taken pro confesso as against said (non resident defendant),

And it is further ORDERED that leave is hereby granted to the plaintiff to take testimony before any one of the Examiners of this Court in support of the allegations of the said Bill.

William J. McWilliams, Judge.

Filed 8 August, 1946.

MILITARY AFFIDAVIT

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY,

STATE OF MARYLAND, Prince George's County, Sct:

I, ROBERT L. NICHOLS, JR., being duly sworn, do depose and say:

1. That I am a resident of Anne Arundel County in the State of Maryland,

(2) That on behalf of the Plaintiffs in the above entitled case, I made an investigation for the purpose of determining whether FRANK MARTIN, one of the Defendants in said case (hereinafter called "said Defendant") is in the military service of the United States or any of its allies, so as to be entitled to the benefits of the Soldiers' and Sailors Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland, and from information obtained through such investigation, I ascertained that the facts herein after stated are true.

(3) That said defendant is about 55 years of age, is married, has 2 children, lives with wife at 324 Laurel Ave., Laurel, Md. is employed by Race Track Association at various tracks around the

country and has been so employed for about 30 years.

(4) That said Defendant is not in the military service of the United States as defined in the above named Acts or the amendments thereto; that he is not in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged: that he has not been discharged from any such military service within thirty days prior to the date of this affidavit; that he has not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that he is not a member of the enlisted Reserve Corps who has been ordered to report for military service.

Subscribed and sworn to before me,a Notary Public, this _ day of August,1946.

Robert L. Nichols, Jr., Affiant.

(NOTARIAL SEAL)

Grace R. Hartge, Notary Public.

Filed August 10, 1946

TESTIMONY ON BEHALF OF THE PLAINTIFFS'

PRESENT:-

Mr. Albert J. Goodman, Solicitor for Plaintiffs.

Decree Pro Confesso, August 8th, 1946 and June 6th, 1946.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES -

Robert L. Nichols, Jr., ----------2 to 3

Marie E. Hargy,----------4

J. Earle Brown,----------5 to 6

Robert L. Nichols, Jr., one of the plaintiffs, being first duly sworn,deposes and says:-

(Goodman)

1. State your name and residence?

A. Robert L. Nichols,Jr., Savage, Maryland.

2. Was your father Robert Lee Nichols?

A. That's right.

3. Is he living or dead?

A. He is dead.

4. When did he die?

A. He died April 16th,1945.

5. Where was he living at the time of his death?

A. His residence was Anne Arundel County.

6. Did he own any real estate at the time of his death situate in Anne Arundel County?

A. Yes, approximately 35 acres of land located in the Fourth Election District of Anne Arundel County near Laurel.

7. I hand you a deed dated October 18th, 1904 from Frank T. Clark, Trustee to Robert Lee Nichols conveying a tract of land containing approximately 130 acres of land and ask you is this is the deed whereby your father acquired the land which he had in part at the time of his death?

A. It is.

°°°°°°Offered deed and filed as Exam.Exh. 1 also filed with Bill.

8. Was any part of this land sold off by your father during his life time?

A. Yes, he made seven conveyances which are set out in the Bill of Complaint herein totalling

approximately ninety acres of land, leaving in the tract the subject of this suit, at the time of his death, approximately forty acres of land.

9. Was this land improved in any way?

A. It was, by two-two room frame buildings and a one car frame garage.

10. These improvements are sutiate on the land retained by your father after selling the other pieces off,

A. Yes,

11. What is the condition of these buildings?

A. The buildings are just thrown up buildings to begin with, they were not permanent buildings, they were temporary and are in vert bad condition.

12- Did your father leave any children surviving him at the time of his death?

A. Yes, three all of legal age. They are,-

Marie E. Hargy,a daughter who married Frank Hargy live at College Park.

Alberta V. Martin,a daughter who intermarried with Frank Martin,who resides at Laurel,Md.

Robert L.Nichols,Jr.,a son who intermarried with Frances S. Nichols. resides at Savage.

I am Robert L. Nichols, Jr.

13. Had this estate been closed and administration had?

A. Yes.

14. Is this property susceptible of division in kind without loss or injury to the ewners?

A. It is not.

15. What,in your opinion, will be necessary in order to make a distribution of it?

A. It should be sold and the money divided between those in interest.

16. What do you think this property is worth?

A. $1350.

To the General question under the rule the witness says:

A. No.

Robert L. Nichols, Jr.

Mrs. Marie E. Hargy,one of the Plaintiffs, being first duly sworn, deposes and says:-

(Goodman)

1. State yout name and residence?

A. Mrs. Marie Hargy, College Park, Md.

2. You are one of the plaintiffs in this suit, are you not?

A. Yes, I am?

3. What is your relationship to the late Robert Lee Nichols?

A. A daughter.

4. He he any other children than you?

A. Yes, I have one sister, Alverta V. Martin and a brother Robert L. Nichols, Jr.

5. Alverta V. Martin is the respondent herein?

A. Yes.

6. Did you hear the testimony just given by your brother, Robert L. Nichols,Jr.?

A. I did:

7. Is that the same testimony you would give were the same questions propounded to you?

A. It is exactly.

8. What do you estimate the value of this property at?

A. The same as my brother did, $1350.

9. In your opinion,is this property capable of division in kind amongst those entitled?

A. No it is not.

10. What, in your opinion,should be done with it in order to make a division?

A. It will have to be sold and the money arising therefrom divided amongst those entitled to it.

To the general questionunder the rule the witness says:-

A. No.

Marie E. Hargy

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

(Goodman)

1. State your name and address?

A. J. Earle Brown, Post Office is Laurel, P.G.Co.,I reside in upper Anne Arundel County.

2. What is your business?

A. Real Estate in Laurel and also for the Government.

3. How long have you been in the real estate business?

A. Four years.

4. Are you familiar with the property owned by Robert Lee Nichols at Laurel in his life time?

A. Yes.

5. Have you examined it recently?

A. Yes.

6. What does it consist of?

A. Approximately 35 acres.

7. In what way is it improved?

A. Temporary buildings, I only know of one building on that land, in very bad state of repair. They are of wood construction of vert poor grade.

8. Can you place a value on the buildings separate from the land?

A. Tear one down and the other vale at $100.

9. Did you find a frame one car garage there?

A. Yes.

10. What value does it have?

A. The poles are rotted off the ground, this is in bad shape and would be better to tear it down than to repair it.

11. What value do you place on the entire property as it now stands?

A. $1350.

12. Is this property susceptible of partition amongst the three heirs entitled to it without loss or damage?

A. It is not.

13. What should be done with the property in order to separate their interests.

A. It should be sold as a whole and the money divided.

To the general question under the rule the witness says:

A. No.

J. Earle Brown.

There being no further witnesses to be examined on behalf of the plaintiffs at this time, and no further testimony desired on their behalf, this testimony is now closed, and, at request of plaintiffs' solicitor, is returned to the Court.

Witness my hand and seal this 28 day of Sept.1946.

Jno. S. Strahorn, (SEAL)
Examiner.

Filed Sept. 28, 1946.

DECREE FOR SALE OF REAL ESTATE

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

IT IS THEREUPON, this 14 day of October, 1946, by the Circuit Court for Anne Arundel County sitting in Equity, adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold for the purpose of partition among the parties; that ALBERT J. GOODMAN be and he is hereby appointed trustee to make said sale; and that the course and manner of his proceedings shall be as follows:

HE shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself and a surety or sureties to be approved by this Court in the penalty of $1500.00,conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises. He shall then proceed to make the said sale, having given at lease three weeks' notice by advertisement inserted in some newspaper published in Anne Arundel County and such other notice as he may think proper of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of $300.00 to be paid in cash on the day of sale, deferred payments to bear interest at six per cent per annum from the day of sale; and if not sold at public sale on the day so advertised, the trustee shall proceed to make sale at either private or public sale to the best advantage and upon the terms above set forth; and as soon as may be convenient after any such sale, the said trustees shall return to this Court a full and particular account of the same, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on the ratification of such sale by the Court and on the payment of the whole purchase money, and not before, the said trustee shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers of said property, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, complainant and respondent, and those claiming by, from and under them or either of them; and the said trustee shall bring into this Court the money arising from said sale or sales, to be distributed under the direction of this Court after deducting the costs of this suit and such commission to the said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

William J. McWilliams , Judge.

Filed October 15, 1946

TRUSTEE BOND.

AMERICAN SURETY COMPANY OF NEW YORK.

KNOW ALL MEN BY THESE PRESENTS, That We, ALBERT J. GOODMAN As PRINCIPAL, AND AMERICAN SURETY COMPANY OF NEW YORK, AS Surety and duly authorized to transact business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of FIFTEEN HUNDRED $1,500.00 Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 17 day of October Nineteen Hundred and 46.

WHEREAS, by virtue of a power of sale contained in a decree of the Circuit Court for Anne Arundel County, bearing date on or about the 14th day of October, 1946 and passed in a cause entitled ROBERT L. NICHOLS, JR. etal vs ALBERTA V. MARTIN, etal, No. 9021 EQ. the said Albert J.Goodman,Trustee, is authorized and empowered to make sale of the property described in said proceedings.

AND WHEREAS the said ALBERT J. GOODMAN,Trustee, is about to execute said power and make sale of

the property described as aforesid in said proceedings.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden ALBERT J. GOODMAN, Trustee shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property or the proceeds thereof , then the above obligation to be void and of no effect,otherwise to be and remain in full force and virtue in law.

WITNESS:

Charlotte C. Dudrow

(Corporate Seal)

ALBERT J. GOODMAN (SEAL)

AMERICAN SURETY CO.OF NEW YORK

BY Thomas G. Basil, Attorney in Fact.

Bond approved and filed this 18 day of Oct. 1946.

John H. Hopkins, 3rd, Clerk.

Filed October 18, 1946.

TRUSTEE'S SALE OF VALUABLE FARM LAND

LOCATED on the Old Laurel-Fort Meade Road in the Fourth Election District,Anne Arundel County, Maryland.

BY VIRTUE of a decree of the Circuit Court for Anne Arundel County,Maryland, dated the 14th day of October,1946, and passed in a cause in said Court pending wherein Robert L. Nichols,Jr., et al., are complainants and Alberta V. Martin, et al.,are respondents, the undersigned will offer at public sale atthe court house door in the City of Annapolis, Maryland, on MONDAY, NOVEMBER 25, 1946, at 11 A.M.

ALL that piece or parcel of land consisting of thirty-eight acres, more or less and described as follows:

BEGINNING for the same at a stone now at the southeasterly corner of T.W. Waters land, and running thence north 60 degrees 45 minutes east 101 3/4 perches to a stone; north 28 degrees 30 minutes east 80 perches to a stone; thence north 36 degrees west 74 4/5 perches to a stone on the south side of the road 15 feet from the end of the line; thence south 62 degrees 30 minutes west 13 perches on the road; thence north 90 degrees west 19 perches on the road; thence south 70 degrees 15 minutes west 20 perches on the road; thence south 62 degrees 30 minutes west 42 17/25 perches on the road; thence south 77 degrees west 16 perches on the road; thence south 62 degrees west 4 perches on the road; thence north 60 degrees 45 minutes west 59½ perches to Thies' and Forthingham's corner 15 feet from a stone; thence south 46 degrees 30 minutes east 28 15/25 perches on the road; south 13 degrees 30 minutes east 17 10/25 perches on the road; south 14 degrees 30 minutes west 14 perches on the road; south 11 degrees 30 minutes east 24 20/25 perches on the road; south 30 minutes east 26 10/25 perches on the road; south 15 degrees [illegible] degrees 15 minutes east 15½ perches on the r ad; South 22 degrees 45 minutes east 25 2/3 perches on the road to the T. H. Waters' land 15 feet from a stone; north 60 degrees 45 minutes east 25 1/3 perches to a stone; south 16 degrees 15 minutes east 45 10/25 perches to a stone at the place of beginning; containing 130 acres and 32 perches of land more or less.

BEING the same property which was conveyed to Robert Lee Nichols by Frank P. Clark,Trustee, by deed dated October 18, 1904 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 39, folio 78.

SAVING AND EXCEPTING THEREFROM the following parcels which have since been conveyed, reducing said tract of land to thirty-eight acres, more or less.

1. Deed to Joseph Graham, et al, dated December 9, 1905 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 46,folio 325,conveying 0.485 acres.

2. Deed to John A. Nelson, dated September 13, 1913,recorded among the aforesaid Land Records in Liber G.W. No. 98,folio 390, conveying 14 acres.

3. Deed to George J. Somers dated June 13, 1936,recorded among the aforesaid Land Records in Liber F.A.M.. No. 151, folio 396, conveying 25 acres.

4. Deed to Earl W. Boswell dated July 7, 1936, and recorded among the aforesaid Land Records in Liber F.A. M. No 166, folio 433, conveying 19 acres.

5. Deed to Alberta V. Martin dated July 10, 1937, recorded among the aforesaid Land Records in Liber F.A.M. No. 168, folio 21; conveying 10.4 acres.

6. Deed to Marie E. Hargy, dated October 2, 1944, recorded among the aforesaid Land Records in Liber J.H.H. No. 316, folio 474; conveying 10.5 acres.

7. Deed to Robert Lee Nichols, Jr., dated October 2, 1944,recorded among the aforesaid Land Records in Liber J.H.H. No. 316, folio 475, conveying 10.6 acres.

8. A two-acre tract of land condemned by the United States of America in proceedings described as Civil No. 2272, titled: "United States of America vs Certain parcels of land in Prince George's and Anne Arundel Counties,Maryland, et al " in the District Court of the United States for the District of Maryland.

This Property is improved by two-two room,frame dwellings and a one-car frame garage.

TERMS OF SALE, as prescribed by the decree. A deposit of $300.00 will be required of the purchaser upon the day of sale, balance to be paid in cash upon ratification of sale, with interest at 6% from the day of sale to the day of settlement, taxes, insurance and other expenses to be adjusted to the day of sale.

Albert J. Goodman, Trustee

William B. Elliott, Auctioneer. 11/15

PURCHASER'S AGREEMENT and CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that I have purchased at public auction from Albert J. Goodman, Trustee, the property described in the advertisement attached hereto for the sum of Twenty-five hundred and No/00 Dollars ($2500.00); and I agree to comply with the terms of sale as set forth therein.

AS WITNESS my Hand(s) and seal(s) this 25th day of November, 1946.

WITNESS

W. B. ELLIOTT	as to	Guil Barber, Trustee	(Seal)
George R. Hartge	as to	for Mary Elizabeth Barber	(SEAL)

THIS IS TO CERTIFY that I have this day sold at public auction for Albert J. Goodman,Trustee, the property described in the advertisement attached hereto to Guil Barber ,Trustee for Mary Elizabeth Barber at and for the sum of Twenty five hundred Dollars ($2500.00) he being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 25th day of November, 1946.

WITNESS: Grace R. Hartge. William B. Elliott, Auctioneer (Seal)

Filed November 26, 1946.

TRUSTEE'S REPORT OF SALE AND ORDER NISI THEREON.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE report of Albert J. Goodman, Trustee, appointed by a decree of this Honorable Court to make sale of the real estate therein mentioned, respectfully shows:

THAT after giving bond with security for the faithful performance of his trust, as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the

"Southern Maryland Times," a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, pursuant to said notice, he did attend at the court house door in the City of Annapolis, Maryland, on Monday, November 25, 1946, at 11A.M. the time and place mentioned in said advertisement, and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit:

ALL that piece or parcel of land consisting of thirty-eight acres, more or less, and described as follows:

BEGINNING for the same at a stone now at the southeasterly corner of T. W. Waters' land, and running thence north 60 degrees 45 minutes east 101 3/4 perches to a stone; north 28 degrees 30 minutes east 80 perches to a stone; thence north 36 degrees west 74 4/5 perches to a stone on the south side of the road 15 feet from the end of the line; thence south 62 degrees 30 minutes west 13 perches to the road; thence north 90 degrees west 19 perches on the road; thence south 70 degrees 15 minutes west 20 perches on the road; thence south 62 degrees 30 minutes west 42 17/25 perches on the road; thence south 77 degrees west 16 perches on the road; thence south 62 degrees west 4 perches on the road; thence north 60 degrees 45 minutes west 59½ perches to Thies' and Frothinghan's corner 15 feet from a stone; thence south 46 degrees 30 minutes east 28 15/25 perches on the road; south 13 degrees 30 minutes east 17 10/25 perches on the road; south 14 degrees 30 minutes west 14 perches on the road, south 11 degrees 30 minutes east 24 20/25 perches on the road; south 30 minutes east 26 10/25 perches on the road; south 15 degrees 15 minutes east 15½ perches on the road; south 22 degrees 45 minutes east 25 2/3 perches on the road to the T. H. Waters' land 15 feet from a stone; north 60 degrees 45 minutes east 25 1/3 perches to a stone; south 16 degrees 15 minutes east 45 10/25 perches to a stone at the place of beginning, containing 130 acres and 32 perches of land, more or less.

BEING the same property which was conveyed to Robert Lee Nichols by Frank P. Clark,Trustee, by deed dated October 18, 1904, and recorded among the Land Records of Anne Arundel County in Liber G.W No. 39, folio 78.

SAVING AND EXCEPTING THEREFROM the following parcels, which have since been conveyed,reducing said tract of land to thirty-eight acres, more or less.

1. Deed to Joseph Graham, et al.,dated December 9, 1905, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 46, folio 325, conveying 0.485 acres.

2. Deed to John A. Nelson dated September 13, 1913, recorded among the aforesaid Land Records in Liber G.W. No. 98, folio 390, conveying 14 acres.

3. Deed to George J. Somers dated June 13, 1936, recorded among the aforesaid Land Records in Liber F.A.M. No. 151, folio 396, conveying 25 acres.

4. Deed to Earl W. Boswell dated July 7, 1936, and recorded among the aforesaid Land Records in Liber F.A.M. No. 166, folio 433, conveying 19 acres.

5. Deed to Alberta V. Martin dated July,10, 1937, recorded among the aforesaid Land Records in Liber F.A.M. No. 168, folio 21, conveying 10.4 acres

6. Deed to Marie E. Hargy dated October 2, 1944, recorded among the aforesaid Land Records in Liber J.H.H. No. 316, folio 474, conveying 10.5 acres.

7. Deed to Robert Lee Nichols, Jr., dated October 2, 1944,recorded among the aforesaid Land Records in Liber J.H.H. No. 316, folio 475, conveying 10.6 acres.

8. A two-acre tract of land condemned by the United States of America in proceedings described as Civil No. 2272,titled:"United States of America vs Certain parcels of Land in Prince George's and Anne Arundel Counties,Maryland, et al.," in the District Court of the United States for the District of Maryland.

SAID property having been sold to Guil Barber, Trustee for Mary Elizabeth Barber, at and for the sum of Two Thousand Five Hundred Dollars ($2,500.00), he being at that price then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale.

The agreement of the purchaser, certificate of auctioneer and report of sale are filed herewith,

all of which are respectfully submitted.

Albert J. Goodman, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 25th day of November, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, TRUSTEE, and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal. Grace R. Hartge,

(Notarial Seal) Notary Public

Filed November 26, 1946.

CERTIFICATE OF PUBLICATION

THIS IS TO CERTIFY, That the annexed advertisement of Trustee's Sale was inserted in the The SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for four successive weeks before the ___day of _____, 19__; that is to say, the same was inserted in the issues of Oct 25, Nov. 1, 8 ,15, 1946.

THE SOUTHERN MARYLAND TIMES,

Alverda D. Lauer

Secretary-Treasurer

Filed Dec 14, 1946.

ORDER NISI ON REPORT OF SALE.

ORDERED this 26" day of November, 1946 That the sale of the real estate mentioned in these proceedings made and reported by ALBERT J. GOODMAN, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28" day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once a week for three successive weeks before the 28th day of December next. The report states that the amount of sales to be $2,500.00.

JOHN H. HOPKINS, 3rd, Clerk.

Filed Nov. 26, 1946

ORDER NISI.

THIS IS TO CERTIFY That the annexed advertisement of ORDER NISI was inserted in The SOUTHERN MARYLAND TIMES, A weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 28th day of December next; that is to say, the same was inserted in the issues of Nov. 29, Dec. 6, 13, 1946.

THE SOUTHERN MARYLAND TIMES

John Fulton Lewis, Editor

Filed Jan. 4, 1947

FINAL ORDER.

ORDERED BY THE COURT,This 6" day of January,1947,that the sale made and reported by the Trustee aforesaid,be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi,passed in said cause;

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

WILLIAM J. McWILLIAMS, Judge

Filed January 6, 1947.

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, March 5, 1947. All of which is respectfully submitted.

LAURA R. JICKLING, Auditor.

Dr. Robert L.Nichols,and wife,et al vs Alberta V. Martin and husband in ac.

To Trustee for Commissions	107.50	
To Trustee for Fee(Order of 1/20/47)	150.00	257.50
To Trustee for Court costs,viz:		
Plaintiffs'Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	23.50	
R. Earle - Sheriff's costs	.95	
Auditor- stating this account	13.50	47.95
To Trustee for expenses, viz:		
Southern Maryland Times-order of publication	22.00	
" " " -advertising	22.00	
" " " Order Nisi on Sale	5.00	
" " " Order Nisi this acct.	5.00	
American Surety Co. - Bond premium	10.00	
J. Earle Brown- appraiser's fee	25.00	
Wm. B. Elliott - auctioneer	15.00	
John S. Strahorn - Examiner	8.00	
Juliet D. Strahorn - Stenographer	5.00	
Clerk of Courtv- certified copies	1.50	
Grace R. Hartge- notary fees	1.00	
One-half Federal revenue stamps	1.37	
One-half State revenue stamps	1.25	122.12
To Trustee for Claims filed, viz:		
Robert L.Nichols,Jr.,refund of proportion of administration expenses advanced (Order 2/3/47)	606.31	
Marie E. Hargy refund of proportion of administration expenses advanced (Order of 2/3/47)	32.55	638.86
BALANCE FOR DISTRIBUTION- $1,436.23		
distributed as follows:		
To Robert L. Nichols,Jr., son,one-third	478.74	
To Marie E. Hargy,daughter - one-third	478.74	
To Alberta V.Martin,daughter-one-third	478.75	1,436.23
		2,502.66

with Albert J. Goodman, Trustee Cr.

1946			
Nov.25	Proceeds of Sale	2,500.00	
	Refund 1946 Taxes ($26.61-adj).	2.66	2,502.66
			2,502.66

Filed March 6, 1947.

ORDER NISI

ORDERED, This 6" day of March,1947, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED,unless cause to the contrary be shown on or before the 8th day of 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 8" day of April next.

John H. Hopkins,3d, Clerk.

Filed March 6, 1947

CERTIFICATE OF PUBLICATION

THIS IS TO CERTIFY That the annexed advertisement of Order Nisi was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland,once a week for three successive weeks before the 8th day of April, 1947. that is to say, the same was inserted in the issues of Mar. 14,21,28,1947.

THE SOUTHERN MARYLAND TIMES

John Fulton Lewis, Editor.

Filed April 9, 1947.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 10" day of April,1947, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrart having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

William J. Mc Williams, A.J.

Filed 10 April, 1947

JOHN S. STANLEY, ATTORNEY :
NAMED IN THE MORTGAGE :
VS
HENRY D. HARPER,Jr. and :
THELMA G. HARPER, his wife. :

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
EQUITY NO. 9045

TITLING

MR. CLERK:

Please docket this suit, file titling,original mortgage and bond when approved.

John S. Stanley,
Attorney named in the Mortgage

Filed June 1, 1946

MORTGAGE

THIS PURCHASE MONEY MORTGAGE, Made this 25th day of June, in the year one thousand nine hundred and Forty-One by HENRY D. HARPER, JR., and THELMA G. HARPER, his wife, Mortgagors, and The Laurel Building Association of Prince George's County, a body corporate of Prince George's County, Maryland, duly incorporated, Mortgagee.

WHEREAS The said Henry D. Harper,Jr., and Thelma G. Harper, his wife, being members of The Laurel Building Association of Prince George's County, aforesaid, and as such members sharing and participating in the profits of said body corporate, have received therefrom an advance of Eighteen Hundred Dollars ($1800.00), in the Eighteen shares of stock held and owned by the said Mortgagors in their own right, being the par value of the same, at its maturity, said $1800.00 to be for a portion of the purchase price of the hereinafter described property.

AND WHEREAS, It has been agreed by and between Mortgagor and Mo rtgagee that the payment of dues, interest, premiums and fines, as hereinafter mentioned, and the performance of all the covenants and conditions herein contained should be secured by a good and effectual Mortgage,on the property hereinafter described, wherefore this Mortgage is executed, the same being a condition precedent to said advance.

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises and one dollar ($1.00) the said Henry D. Harper, Jr., and Thelma G. Harper, his wife, do grant and convey unto The Laurel Building Association of Prince George's County, the body corporate aforesaid, its successors and assigns, all those lots or parcels of ground situate, lying and being in Anne Arundel County, Maryland, more particularly described as follows:

LOTS numbered Fifty-Seven (57), Fifty Nine (59), Sixty-One (61) and Sixty-Three (63) in Block numbered Fourteen (14) of Section "A" of Avalon Shores, Anne Arundel County as shown on the map prepared by P. R. Rupert, Engineer dated April 30, 1932 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 8, Folio 48.

BEING the same property conveyed to the Mortgagors herein by deed from Randolph M.Rawlett, Widower, duly dated and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

TOGETHER WITH the improvements thereon, and all the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same, with the improvements and appurtenances aforesaid, unto the said body corporate, its successors and assigns in fee simple.

PROVIDED, That if the said Henry D. Harper,Jr., and Thelma G. Harper, his wife, shall make all the payments and perform all the covenants herein on their part to be made and performed, then this Mortgage shall be void.

AND the said Mortgagors for themselves, their heirs, executors, administrators and assigns, hereby covenant with The Laurel Building Association of Prince George's County aforesaid and its assigns, to pay and perform as follows, that is to say: To pay to the said Mortgagee or its assigns, as dues, the sum of one dollar per share on each and every of said shares of stock,monthly, on or before the third Tuesday of each and every month, and interest on said advance at the rate of fifty cents per share monthly, on or before the third Tuesday of each and every month, and a premium of ten cents per share, on or before the third Tuesday of each and every month, the same being the premium agreed upon. To pay all such fines as may by the said Association body corporate, in conformity with its Constitution and By-Laws, be imposed upon said Mortgagors for any default made in the payment of said monthly dues and interest.

To Keep the improvements on said property insured from loss by fire and windstorm for the benefit of said body corporate, to the amount of at lease Eighteen Hundred Dollars.

To pay all taxes and all other assessments for which the property hereby mortgaged may be or become liable, when demandable, and to obey the Constitution and By-Laws of said Association, now

in force or hereafter to be adopted. All of which payments and covenants shall continue in full force until the whole amount of said advance, interest, premium,fines and all amounts paid for insurance and taxes shall, by the payments made by the said Henry D. Harper,Jr., and Thelma G.Harper, his wife, and dividends allowed by said Association, be paid in full.

BUT IN case the said Henry D. Harper,Jr., and Thelma G. Harper, his wife shall make default and fail to pay the dues, premiums, interest and fines, or either,or any of them, for the space of six months, or should fail to perform any one or more of the covenants or conditions of this Mortgage, then the whole mortgage debt hereby secured shall become due and demandable, and these presents are hereby declared to be made in Trust, and the said Mortgagee or its assigns, or JOHN S. STANLEY, as Attorney or Agent, is hereby authorized and empowered to sell all the property hereby mortgaged, or so much thereof as may be necessary, for cash or such terms as may be prescribed by the party making the sale, and convey the same to the purchaser or purchasers, his, her or their heirs, personal representatives or assigns, by giving at least twenty days' notice in some newspaper published in the county in which the property lies and the proceeds arising from said sale to apply, first, to the costs and expenses thereof, including the usual Trustee Commissions to the party making the sale; secondly, to all moneys owing hereunder, whether the same shall have matured or not, according to an account to be stated by the Secretary of said Association, and the balance, if any, to the said Mortgagors, their personal representatives or assigns, or whoever may be entitled thereto. And it is agreed that until default be made, the said Mortgagors shall possess said property.

WITNESS the hands and seals of the Mortgagors.

TEST: HENRY D. HARPER, JR. (SEAL)

Louise A. Fiester THELMA G. HARPER (SEAL)

STATE OF _ _ _ _ _ To Wit:

I HEREBY CERTIFY, That on this 25th day of June in the year one thousand nine hundred and Forty-One, before me, the subscriber, a Notary Public of the State of __ in and forthe __ aforesaid, personally appeared Henry D. Harper,Jr., and Thelma G. Harper, his wife, known to me to be_(the within named Mortgagors) and they acknowledged the aforegoing Mortgage to be their act.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Louise A. Fiester, Notary Public.

My commission expires May 3rd, 1943.

STATE OF MARYLAND, CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY, That on this 26th day of June, in the year one thousand nine hundred and Forty One, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John S. Stanley, the Agent of The Laurel Building Association of Prince George's County (the within-named mortgagee)(known to me) and made oath in due form of law that the consideration in the aforegoing mortgage is true and bona fide as therein set forth, and that he is the duly authorized Agent of the Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) ALICE D. BARRY,

My commission expires May 1, 1943. Notary Public

Filed June 1, 1946

BOND

KNOW ALL MEN BY THESE PRESENTS; That we, John S. Stanley, Baltimore, Maryland, as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of

Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two thousand and 00/100 Dollars ($2,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 29th day of May, in the year of our Lord, nineteen hundred and forty-six.

WHEREAS, the above bounden John S. Stanley by virtue of the power contained in a mortgage from Henry D. Harper, Jr., and Thelma G. Harper, his wife, to The Laurel Building Association of Prince George's County, Maryland, bearing date the 25th day of June, 1941 and recorded among the Land Records of Anne Arundel County in Liber No. 240 Folio 148 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 John S. Stanley do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed,sealed and delivered in the presence of JOHN S. STANLEY (SEAL)

Elizabeth A. Nuth

UNITED STATES FIDELITY AND GUARANTY COMPANY

(CORPORATE SEAL) By W. P. Craig, Jr.,

Attorney-in-fact.

BOND Approved: June 1, 1946.

John H. Hopkins, 3rd, Clerk.

Filed June 1, 1946.

MILITARY AFFIDAVIT

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, SCT:

I, Louise A. Flester, being duly sworn, do depose and say:

(1) That I am a resident of Laurel, Prince George's County, in the State of Maryland.

(2) That on behalf of the Plaintiff in the above entitled case, I made an investigation for the purpose of determining whether Henry D. Harper, Jr., the Defendant in said case (hereinafter called "said Defendant") is in the military service of the United States or any of its allies,so as to be entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940,as amended, or the benefits of Article 87-A. of Flack's Annotated Code of Public General Laws of Maryland, and from information obtained through such investigation, I ascertained that the facts hereinafter stated are true.

(3) That said defendant is about _ years of age, is _married, has - child, lives with _ at _ is employed by Social Security Board,829 St. Charles Street,New Orleans,13, Louisiana at _ and has been so employed in excess of one month.

(4) That said Defendant is not in the military service of the United States as defined in the above named Acts or the amendments thereto; that he is not in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that he has not been discharged from any such military service within _ days prior to the

date of this affidavit; that he has not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that he is not a member of the enlisted Reserve Corps who has been ordered to report for military service.

Subscribed and sworn to before me, a Notary Public, this 31st day of May, 1946.

(Notarial Seal)

Louise A. Flester, Affiant.

W. M. Cole, Notary Public.

Filed June 1, 1946

MILITARY AFFIDAVIT

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, SCT:

I, LOUISE A. FLESTER, being duly sworn, do depose and say:

(1) That I am a resident of Prince George's County, in the State of Maryland.

(2) That on behalf of the Plaintiff in the above entitled case, I made an investigation for the purpose of determining whether Henry D. Harper, Jr. the Defendant in said case (hereinafter called "said Defendant") is in the military service of the United States or any of its allies, so as to be entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland, and from information obtained through such investigation, I ascertained that the facts hereinafter stated are true.

(3) That said defendant is about_ years of age, is_ married, has _child, lives with_ at_ is employed by Social Security Board, 829 St. Charles St, New Orleans,13, La. at_ and has been so employed in excess of two months.

(4) That said Defendant is not in the military service of the United States as defined in the above named Acts or the amendments thereto; that he is not in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that he has not been discharged from any such military service within five months prior to the date of this affidavit; that he has not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that he is not a member of the enlisted Reserve Corps who has been ordered to report for military service.

Subscribed and sworn to before me, a Notary Public, this 12th day of July, 1946.

Louise A. Flester, Affiant

(Notarial Seal)

W. M. Cole, Notary Public

Filed 16 July, 1946

REPORT OF SALE, AFFIDAVIT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John S. Stanley, Attorney named in the mortgage, respectfully represents unto Your Honors:

That under and by virtue of the power of sale contained in a certain mortgage from Henry D. Harper,Jr.,and Thelma G. Harper, his wife, dated June 25, 1941, recorded July 2, 1941, among the Land Records of Anne Arundel County, in Liber J.H.H. No. 240, folio 148, etc., to The Laurel Building Association of Prince George's County, the undersigned as attorney named in said mortgage and authorized to sell in case of default, default having occurred under the terms and conditions of said mortgage and in the payment of the principal the ein stipulated, after giving more than twenty days' notice of the time, place, manner and terms of said sale in The Southern Maryland Times paper duly published in Anne Arundel County, and after having, prior to the day of sale, filed his bond duly approved by the Clerk of this Court and performed all the other prerequisites required by law and under said mortgage, did, pursuant to said notice and advertisement, attend on the premises on Monday, June 3rd,1946,

at 4:30 o'clock P.M., and offered the said property for sale at publis sale which property is described fully in the said mortgage above mentioned, reference to which is hereby made for a full description of the property, and sold the same to The Laurel Building Association of Prince George's County which was then and there the highest bidder therefor at and for the sum of $2200.00 and that said sale was fairly made.

John S. Stanley,
Attorney named in the Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE: To Wit:

I HEREBY CERTIFY That on this 15th day of July, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared John S. Stanley, Attorney named in the mortgage, and he made oath in due form of law that the matters and facts set forth in the aforegoing report of sale are true and bona fide as therein set forth and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

Alice D. Barry, Notary Public

(Notarial Seal)

My commission expires 5/7/47

THIS IS TO CERTIFY that the undersigned on the 3rd day of June,1946, purchased at public sale from John S. Stanley, Attorney named in the mortgage, in the mortgage from Henry D. Harper,Jr. and Thelma G. Harper, his wife, to The Laurel Building Association of Prince George's County, dated June 25, 1941, recorded in Liber 240,folio 148, among the Land Records of Anne Arundel County, the property therein described, situate in Anne Arundel County, State of Maryland, being four lots each fronting 25 feet on Elm Street with a depth of 100 feet in Section "A" of Avalon Shores,being numbered lots 57, 59, 61 and 63 in Block 14, at and for the sum of $2200.00

The Laurel Building Association of P.G's Co.
By Lewis W. Earp, Purchaser.

THIS IS TO CERTIFY, that I as Auctioneer sold to The Laurel Building Association of Prince George's County, all the lots or parcels of ground situate in Anne Arundel County, State of Maryland, consisting of four lots each fronting 25 feet on Elm Street with a depth of 100 feet in Section "A" of Avalon Shores, being numbered Lots 57, 59, 61 and 63 in Block 14, and described in the mortgage mentioned above, on the 3rd day of June, 1946, at 4:30 o'clock P.M., and I do further certify that the said purchaser at the price of $2200.00 was the highest bidder therefor; that said sale was made in compliance with the advertisement thereof; and was fairly made.

Geo. W. Scible. Auctioneer.

Filed July 16, 1946

ORDER NISI

ORDERED by the Circuit Court for Anne Arundel County this 16th day of July, 1946, upon the aforegoing report of sale and affidavit that the sale therein reported to be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th day of August, 1946, provided that a copy of this order be inserted in some newspaper in Anne Arundel County once in each of three successive weeks,before the said 17th day of August, 1946,

The report states the amount of sale to be $2200.00.

John H. Hopkins, 3rd, CLERK.

Filed July 16, 1946.

CERTIFICATE OF PUBLICATION OF ORDER NISI

Annapolis, Maryland.

THIS IS TO CERTIFY, That the annexed advertisement of ORDER NISI was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 17th day of August,1946. that is to say, the same was inserted in the issues of July 19, 26 & August 2, 1946.

THE SOUTHERN MARYLAND TIMES

Alverda D. Lauer, Secretary-Treasurer.

Filed Sept. 10, 1946.

FINAL ORDER

ORDERED by the Circuit Court for Anne Arundel County in equity this13th day of September,1946, that the sale made and above reported by John S. Stanley, Attorney named in the Mortgage, be and the same is hereby finally ratified and confirmed, there having been no cause to the contrary shown,although due notice appears to have been given as required by the above order, the agent of the Mortgagee is allowed his usual commission and for such expenses as he shall produce vouchers to the auditor of this court, to whom this case is hereby referred, to state the necessary account or accounts.

James Clark. Judge.

Filed September 13, 1946.

CERTIFICATE OF PUBLICATION OF MORTGAGE SALE

HERSHEY,DONALDSON,WILLIAMS & STANLEY,1604 First National Bank Building,Baltimore,2, Maryland.

MORTGAGE SALE OF VALUABLE REAL ESTATE SITUATED IN Section A of Avalon Shores, Anne Arundel County. Maryland.

BY VIRTUE OF THE POWER OF SALE Contained in a certain mortgage from Henry D. Harper,Jr., and Thelma G. Harper, his wife, to The Laurel Building Association of Prince George's County, dated June 25, 1941, and recorded in Liber 240,folio 148, among the Land Records of Anne Arundel County, the undersigned, as attorney named in the mortgage and authorized to sell in case of default, default having occurred under the terms and conditions of said mortgage and in the payment of principal and interest therein stipulated,will sell at the request of the mortgagee on the premises on Monday June 3,1946,at 4:30 o'clock P.M.,four lots each fronting 25 feet on Elm Street with a depth of 100 feet in Section A of Avalon Shores, which lots are numbered 57,59,61 and 63 in Block 14,as shown on the map prepared by P. R. Rupert,Engineer,dated April 30,1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 3,folio48. This property is improved by a one-story frame dwelling house with six rooms and bath and asbestos roof.

TERMS OF SALE- cash on the day of ratification of the sale by the Court. Taxes, interest and insurance to be adjusted to the day of sale.

A deposit of One Hundred Fifty Dollars ($150.00) will be required at th e time of sale.

John S. Stanley,Attorney named in the mortgage for the purpose of foreclosure. 5/31

THIS IS TO CERTIFY that the annexed advertisement of Mortgage Sale was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for four successive weeks before the-- -- - that is to say, the same was inserted in the issues of May 10, 17, 24,31, 1946.

THE SOUTHERN MARYLAND TIMES, Alverda D. Lauer,

Secretary-Treasurer.

Filed January 16, 1947.

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, October 26, 1946.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. John S. Stanley,Attorney named in Mortgage, Vs.Henry D. Harper Jr.,and Wife in ac.

To Attorney for Commissions		99.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- court costs	18.75	
Auditor -stating this account	13.50	42.25
To Attorney for Expenses, viz:		
Southern Maryland Times-advertising sale	18.00	
Southern Maryland Times- handbills	10.50	
Southern Maryland Times-Order Nisi on Sale	5.00	
Southern Maryland Times- Order Nisi on this account	5.00	
Chas. H. Stanley, Inc.,-bond premium	10.00	
George W. Scible-auctioneer's fee	16.00	
Alice D. Barry- notary fee	.25	
One-half Federal revenue stamps	1.38	
One-half State revenue stamps	1.10	67.23
To Attorney for Taxes, viz:		
1943 State and County taxes	17.93	
1944 State and County taxes	17.76	
1945 State and County taxes	16.42	
1946 State and County taxes ($27.41 adj)	13.93	66.04
To The Laurel Building Ass'n of Prince George County,		
Mortgagee-in full for mortgage claim as follows:		
Balance due on principal	1,435.26	
Interest to date of sale	209.79	
Premium	41.40	
Fines	39.60	
Vacancy permits from 1/29/45 to 2/26/46	16.50	
Southern Maryland Times -advertising sale Dec.11 & 18,1942	20.00	
Fire insurance premium paid 4/17/46-adjusted to 6/17/46	1.50	1,764.05
To Henry D. Harper, Jr., and Thelma D. Harper,his wife,		
mortgagors- this balance		161.43
		2,200.00

with John S. Stanley,Attorney named in Mortgage Cr.

1946.	
June 3. Proceeds of Sale	2,200.00
	2,200.00

Filed December 13, 1946.

ORDER NISI

ORDERED, This 13 day of December, 1946,That the Report and Account of the Auditor,filed this day in the above entitled cause,BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th day of January,1947 next: Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County,once in each of three successive weeks before the 15" day of January,1947 next.

JOHN H. HOPKINS, 3rd, Clerk.

Filed December 13, 1946.

Annapolis, Maryland,

THIS IS TO CERTIFY, that the annexed advertisement of Order Nisi was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 15th day of January,1947, that is to say, the same was inserted in the issues of Dec. 20, 27, Jan 3, 1947.

THE SOUTHERN MARYLAND TIMES,

John Fulton Lewis, Editor.

Filed January 16, 1947.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 16 day of January,1947, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly,with a due proportion of interest as the same has been or may be received.

William J. McWilliams, A.J.

Filed 16 January, 1947.

IN THE MATTER OF THE	:	No. 9050 EQUITY
SALE OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
LEO ST. ONGE AND ANN ST. ONGE,	:	ANNE ARUNDEL COUNTY.
HIS WIFE.	:	

TITTLING.

Mr. Clerk:

Please docket this suit and file the within mortgage.

George E. Rullman,

Attorney named in Mortgage

Filed June 7, 1946.

MORTGAGE

THIS MORTGAGE, Made this third day of November, in the year one thousand nine hundred and forty-five, Between Leo St. Onge and Ann St. Onge, his wife, of Lanaham, in the State of Maryland,Mortgagors, and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of NINETEEN HUNDRED AND TWENTY FIVW ($1925.00) Dollars being part of the purchase money for the property hereinafter described; and

WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of five per cent (5%) per annum in the manner following.

By the payment of TWENTY-FOUR and 37/100 ($24.37) Dollars, on or before the first day of each and every month from the date hereof, commencing on the first day of October,1945, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following Order: (1) to the payment of interest: (2) to the payment of all taxes water rent, assessments or public charges of every nature and description, ground rent, [illegible] fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said MORTGAGORS do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LAON ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple.

All that lot of ground situate in the Second Election District of Anne Arundel County,Maryland, being known and designated as Lot numbered ELEVEN (11) in Block numbered Forty-seven (47) on a certain map entitled "Map of Epping Forest, Anne Arundel County, Severn Shores, Section B,Edward H. Coulson, Engineer, June 18, 1926" and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod D, Plat 3. Being the same property which was conveyed to the above named Mortgagors by Emmitt W. Brandt and Eva G. Brandt, his wife, by deed dated and left for record among the Land Records of Anne Arundel County simultaneously with these presents.

TOGETHER with the buildings and improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns.

PROVIDED, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments,and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness,together with interest as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage: (3) To pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of five per cent (5%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid,together with said interest thereon, so that the same shall become so much additional indebtedness secured by this

mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same. (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs personal representatives and assigns, to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured,and the failure of the Mortgagors their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns,immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided: (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent,or should the same be encumbered by the Mortgagors, their heirs,personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days: (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said Mortgagee to pay five per cent (5%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity,provided the amount prepaid exceeds twenty per cent. of the original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time after default in any of its covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows;first, to the payment of all expenses incident thereto, including a fee of $50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland;secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors,their

heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

The said Mortgagors covenant that they will warrant specially the title to the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

Witness: LEO ST. OGNE (SEAL)

Ruby W. Chaney ANN ST. ONGE (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this third day of November, 1945, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Leo St. Onge and Ann St. Onge, his wife, the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing mortgage to be their act. At the same time also appeared T. Roland Brown, President of the within named corporation, Mortgagee, and made oath in due form of law that the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney, Notary Public

FILED June 7, 1946.

STATEMENT OF MORTGAGE DEBT.

Annapolis, Md. June 7, 1947.

Mr. Leo St. Onge and Ann St. Onge, his wife,

To First Federal Savings and Loan Association of Annapolis, Dr.

Balance due on mortgage loan	$1,893.64
Interest	23.67
	$1,917.31

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby certify that on this 7th day of June, 1946, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Tilden O.Atwell, Secretary of the First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is true, to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney, Notary Public

Filed June 7, 1946.

MORTGAGEE OR ATTORNEY'S BOND.

KNOW ALL MEN BY THESE PRESENTS: TAHT WE, George E. Rullman, of Anne Arundel County,Maryland, and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of THREE THOUSAND Dollars, to be paid to the said State or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 3rd day of July in the year of our Lord nineteen hundred and forty-six,

WHEREAS, the above bounden George E. Rullman by virtue of a power contained in a mortgage from Leo St. Onge and Ann St. Onge,his wife, to First Federal Savings and Loan Association of Annapolis, dated November 3, 1945, and recorded in Liber J.H.H. No. 342,folio 418,etc., one of the Land Record Books of Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein; and

WHEREAS, such default has occurred and the said George E. Rullman is about to execute the power vested in him in said mortgage.

NOW THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the said of sald property or the proceeds thereof, then the above obligation to be void;otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of George E. Rullman (Seal)

Ruby W. Chaney

MARYLAND CASUALTY COMPANY,

Attest: PER Chas. F. Lee of

(Corporate Seal)

Dorothy R. Skipper, Chas. F. Lee & Co. Agts.

Secretary.

Bond approved this 3rd day of July, 1946.

John H. Hopkins, 3rd, CLERK.

Filed July 3, 1946.

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Attorney named in the mortgage filed in these proceedins, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Leo St. Onge and Ann St. Onge, his wife, dated November 3, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 342 folio 418, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Rullman, the Attorney named in said mortgage, to make sale of the property described therein, after having given bond with approved security, and after having given due notice of the time, place,manner and terms of sale by advertisement published in the Evening Capital, a newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided,offered for sale the property in said mortgage described by public auction at the Court House door, in the City of Annapolis, Maryland, on the 9th day of July, 1946, at eleven o'clock A.M., and then and there received a bid of Twenty-eight Hundred ($2800) Dollars, and then and there sold the property

to Clemens H. Wagner and Anna M. Wagner, his wife, they being then and there, the highest bidders therefor, said property being described as follows:

All that lot of ground situate in the Second Election District of Anne Arundel County, Maryland, being known and designated as Lot No. Eleven (11) in Block No. Forty-seven (47), on a certain may entitled "Map of Epping Forest,Anne Arundel County, Severn Shores, Section B, Edward H. Coulson, Engineers, June 18, 1926", and recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod D, Plat No. 3.

Being the same property which was conveyed to Leo St. Onge and Ann St. Onge, his wife, by Emmitt W. Brandt and Eva G. Brandt, his wife, by deed dated the 3rd day of November 1945, and recorded among the aforesaid Land Records in Liber J.H.H. No. 342 folio 417; said lot being improved by a frame dwelling.

AND THE said Attorney further reports that he has received from the said purchasers a deposit of Three Hundred (300) Dollars on account of the purchase price and hasalso received the purchaser's agreement to comply with the terms of sale which are as follows:

"TERMS OF SALE: A deposit of Three Hundred ($300) Dollars will be required of the purchasers on the day of sale, balance of purchase money with interest thereon at the rate of six per cent per annum to be paid upon final ratification of sale. Taxes to be adjusted to the date of sale."

Respectfully submitted,

George E. Rullman, Attorney.

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

I hereby certify that on this 10th day of July,1946, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney, and made oath in due form of law that the matters and facts stated in the foregoing Report of sale are true, as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney- Notary Public

Filed July 10, 1946

ORDER NISI

ORDERED this 10th day of July, 1946, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13" day of August next; provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 13" day of August next.

The Report states the amount of the sale to be Twentyeight Hundred ($2800) Dollars.

John H. Hopkins, 3rd, Clerk.

Filed July 10, 1946

CERTIFICATE OF PUBLICATION

Annapolis, Md. August 9, 1946.

We hereby certify that the annexed Order Nisi Leo St. Onge and wife was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of August, 1946. The first insertion being made the 11th day of July, 1946.

THE CAPITAL-GAZETTE PRESS, INC.,

BY Mae Carlson.

5250

Filed 14 August, 1946.

FINAL ORDER

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 15" day of August,1946, that the sale made and reported by the Attorney aforesaid, be and the same is hereby RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given, as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

William J. McWilliams, Judge

Filed 15 August, 1946.

AUCTIONEER'S CERTIFICATE & PURCHASERS AGREEMENT.

George W. Scible Auctioneer

PUBLIC SALE OF VALUABLE REAL ESTATE SITUATE AT EPPING FOREST,ANNE ARUNDEL COUNTY,MARYLAND.

Under and by virtue of the power of sale contained in a mortgage from Leo St. Onge and Ann St. Onge, his wife, dated the 3rd day of November,1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 342, folio 418, the undersigned as the Attorney named in said mortgage, to make sale of the property therein described, default having occurred thereunder, will offer for sale by public auction, at the Court House door, in the City of Annapolis, Maryland, on TUESDAY, JULY 9, 1946, at Eleven o'clock A.M. The property described in said mortgage, namely:

ALL that lot of ground situate in the Second Election District of Anne Arundel County, Md., being known and designated as lot numbered eleven (11) in block numbered forty-seven (47) on a certain map entitled "Map of Epping Forest,Anne Arundel County, Severn Shores, Section B, Edward H. Coulson, Engineers, June 18, 1926," and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod D, Plat 3. Being the same property which was conveyed to Leo St.Onge and Ann St. Onge, his wife, by Emmitt W. Brandt and Eva G. Brandt, his wife, by deed dated the 3rd day of November, 1945, and recorded among the aforesaid Land Records in Liber J.H.H. No. 342,folio 417. Said lot being improved by a frame dwelling.

TERMS OF SALE: A deposit of $300 will be required of the purchaser on the day of sale, balance of purchase money with interest thereon at the rate of 6 per cent perannum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to day of sale.

GEORGE E. RULLMAN,Attorney named in Mortgage

Lee Blgd. Annapolis, Md.

July 9, 1946

I hereby certify that I have this 9th day of July, 1946, sold the within described property to Clemens H. Wagner and Anna M. Wagner, his wife, at and for the sum of $2,800.00, they being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Geo. W. Scible, Auctioneer.

We hereby certify that we have this 9th day of July, 1946, purchased the within described property from George E. Rullman,Attorney, at and for the sum of $2800.00 , and we hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

Witness. Clemens H. Wagner (Seal)

Ruby W. Chaney. Anna M. Wagner (Seal)

Filed July 10, 1946.

PETITION TO ALLOW PAYMENT OF SECOND MORTGAGE IN

ABOVE CAUSE & ORDER OF COURT THEREON.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Emmitt W. Brandt and Eva G. Brandt, his wife, by George E. Rullman, their

Attorney, respectfully shows:

First: That they are the holders of a second mortgage dated November 3, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 342,folio 421, securing a loan of Five Hundred ($500) Dollars on the property mentioned in this proceeding. The full sum of Five Hundred ($500) Dollars is due and owing to your Petitioners as is,also, interest at the rate of six (6%) per cent per annum from the date of said mortgage. The original mortgage and note is filed herewith and prayed to be taken as a part hereof.

Second: That the real estate owned by Leo St. Onge and Ann St. Onge, his wife, has been sold in accordance with the provisions of the mortgage dated November 3, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 342 folio 418, at and for the sum of Twenty-Eight Hundred ($2800) Dollars and was sold on Tuesday,July 9, 1946.

Third: After the mortgage debt secured by the first mortgage and expenses of foreclosure and all prior liens are paid, there will be a net surplus standing to the credit of the said Mortgagors.

YOUR PETITIONERS THEREFORE PRAY YOUR HONORS to pass an Order therein directing the Auditor of this Court in stating the account in this cause, to allow payment of the claim of your Petitioners.

,AND, AS IN DUTY BOUND, etc.

George E. Rullman, Attorney for Petitioners.

UPON THE FOREGOING PETITION, it is this 26 day of July, 1946, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that the Auditor of this Court is hereby directed, in stating the account in this cause, to allow the claim of the said Emmitt W. Brandt and Eva G. Brandt, his wife, according to its legal priority.

William J. McWilliams , Judge.

Filed July 26, 1946.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account August 24, 1946.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Leo St.Onge and Ann St.Onge, his wife in ac.

To Attorney for Fee	50.00	
To Attorney for Commissions	115.44	165.44
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	18.75	
Auditor- stating this account	13.50	42.25
To Attorney for Expenses, viz:		
Capital-Gazette Press -advertising sale	19.50	
Capital-Gazette Press-handbills	6.50	
Capital-Gazette Press-Order Nisi (Sale)	5.00	
Capital-Gazette Press- Order Nisi- (Account)	5.00	
Maryland Casualty Co.-bond premium	12.00	
George W. Scible- Auctioneer	16.00	
C. E. Lee & Co. fire insurance premium(adj)	12.68	

One-half Federal revenue stamps	1.65	
One-half State revenue stamps	1.40	
Ruby W. Chaney- notary fees	1.00	80.73
To First Federal Savings & Loan Ass'n. mortgagee-		
in full for mortgage claim filed		1,917.31
To Emmitt W. Brandt and Eva G. Brandt,his wife,		
Mortgagees-in full for second mortgage claim		
filed, as follows:		
Principal of mortgage	500.00	
Interest from 11/3/45 to 7/9/46	20.67	520.67
To Leo St.Onge and Ann St.Onge, his wife		
Mortgagors- this balance		105.82
		2,832.22

with George E. Rullman, Attorney named in Mortgage Cr.

1946			
July 9	Proceeds of Sale	2,800.00	
	Interest on deferred payment	17.50	2,817.50
	Refund 1946 taxes ($30.88-adj)		14.72
			2,832.22

Filed August 26, 1946.

ORDER NISI

ORDERED, This 26" day of August, 1946, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRNED, unless cause to the contrary be shown on or before the 26" day of September, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26" day of September next.

John H. Hopkins, 3rd,

Filed August 26, 1946.

CERTIFICATE OF PUBLICATION

Annapolis, Md. September 27, 1946.

We hereby certify, that the annexed Order Nisi, Eq. 9050 Leo St. Onge was published in EVENING CAPITAL A newspaper published in the City of Annapolis,Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of September, 1946. The first insertion being made the 29th day of August, 1946.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

Filed Sept. 27, 1946.

FINAL ORDER.

IN THE CIRCOUR COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 28 day of September, 1946, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

William J. McWilliams

Filed 28 September, 1946.

ANNE ARUNDEL COUNTY WELFARE BOARD	:	IN
VS	:	The Circuit Court
MAMIE SPARROW and JOHN SPARROW, her	:	For
husband, WILLIAM THOMPSON, NETTIE LIVERS,	:	ANNE ARUNDEL COUNTY
HEIRS OF HENRY E. DYSON and NANCY DYSON,	:	
and the UnKNOWN HEIRS of HENRY E. DYSON	:	No. 9056 EQUITY.
and NANCY DYSON.	:	

::::::::::::::::::::::::

BILL OF COMPLAINT.

To the Honorable The Judges of said Court:

The petition of the Anne Arundel County Welfare Board, by Benjamin Michaelson, its Solicitor, respectfully represents:

1. That your petitioner is the duly constituted Welfare Board of Anne Arundel County, as provided by law, and accordingly it is authorized to administer locally the laws of the State of Maryland pertaining to aid to dependent children, old age assistance, and other welfare services.

2. That Henry E. Dyson who resided at Patapsco Park Anne Arundel County, State of Maryland, during his lifetime, was the recipient of old age assistance from your petitioner for several years, beginning in 1936, and terminating with his confinement at Crownsville ,Maryland, on January 10, 1941, and at the time of his death, intestate, on November 22, 1941, he had received assistance in the sum of $904.00, and in addition thereto, your petitioner paid his funeral expenses in the sum of $35.00, making a total of $939.00, and that said sum is a claim against the estate of the said Henry E. Dyson,

3. That, at the time of his death, the said Henry E. Dyson was seized and possessed of certain real estate, consisting of two lots of ground, improved by a small frame dwelling situated at Patapsco Park and used as a place of residence for his wife, Nancy Dyson, and being the same property which was conveyed to him by the following deeds: (1) Deed for Lot No. 622 from Patapsco Park Land Company, dated August 20, 1912, and recorded in Liber G.W. No. 139, folio 16; (2) Deed for Lot No. 620 from Patapsco Park Land Company, dated December 2, 1922, and recorded in Liber W.N.W. No.50; folio 36; certified copies of which deeds are filed herewith as Plaintiff's Exhibits A and B.

4. That Nancy Dyson, wife of the said Henry E. Dyson, also was the recipient of old age assistance from your petitioner during her lifetime, and at the time of her death, intestate, on December 28, 1945, she had received the sum of $2087.15, and that sum is a claim against the estate of the said Nancy Dyson.

5. That the only known relatives or heirs-at-law of the said Henry E. Dyson and Nancy Dyson, his wife, are Mamie Sparrow, a niece of Nancy Dyson, and John Sparrow, her husband, William Thompson, a brother of Nancy Dyson, whose address is unknown, Nettie Livers, a niece of Nancy Dyson, residing at 1434 Argo Avenue, Baltimore, Maryland; that there may be other heirs, unknown to your petitioner, who should be parties to this suit in order that any interest which they may have in the property in these proceedings should be determined by any decree that may be passed in the premises.

6. That the said Henry Dyson and Nancy Dyson left no personal estates, and the only assets consist of the aforementioned real estate owned by them at the time of their death,and there has been no administration of the estates of the said Henry Dyson or Nancy Dyson.

7. That your petitioner is the largest claimant against the estate of the said decedents,and in view of the fact that there are no personal assets, it will be necessary to have the real estate sold, and the proceeds of said sale applied to payment of the claim of your petitioner.

8. That said property is not occupied by any of the relatives of said decedent, and it is rapidly depreciating in value, and should be sold as soon as possible.

To the end, therefore,

(a) That a trustee may be appointed by this Court to sell the real estate mentioned in these proceedings; and that said trustee shall grant and convey said property unto the purchaser by a good and merchantable title.

(b) That your petitioner may have the proceeds of the sale, after payment of costs and expenses, applied to payment of its claim.

(c) That a notice to creditors be issued giving notice to the creditors of Henry Dyson and Nancy Dyson, and of those claiming by, from or under them, or any of them, to file their claims in this Court within the time prescribed by this Court.

(d) That your petitioner may have such other and further relief as its case may require.

May it please your Honors to grant unto your petitioner the writ of subpoena, directed to the said Mamie Sparrow and John Sparrow, her husband, residing at No. 4 Carrollton Street,Baltimore, Maryland , Nettie Livers, residing at 1434 Argo Avenue, Baltimore, Maryland, and that an order of publication issue, giving notice to the said William Thompson, non-resident dependent, and to the unknown heirs of Henry Dyson and Nancy Dyson, of the object and substance of this petition, and commanding all of said defendants to be and appear in this Court at some certain date to be named therein, and answer the premises and abide by and perform such decree as may be passed therein,or show cause if any they may have, why a decree should not be passed as prayed therein.

And as in duty bound, etc.

Anne Arundel County Welfare Board
By Mildred Johnson, Petitioner

Benjamin Michaelson,
Solicitor for Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21st day of June, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared, Mildred Johnson, Executive Secretary of the Anne Arundel County Welfare Board, and she made oath in due form of law that the matters and things set forth in the foregoing petition are true and bona fide.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Katharine H. McCutchan, (SEAL)
Notary Public

Filed June 22, 1946.

EXHIBIT A.

(INT. REV. STAMP 50¢)

THIS DEED, made this 2nd day of December in the year one thousand nine hundred and twenty-one , by The Patapsco Park Land Company, a Body corporate, duly incorporated under the laws of the State of Maryland.

WITNESSETH: That in consideration of the sum of ($150 00/100) One hundred & fifty dollars, the receipt whereof is hereby acknowledged, the said The Patapsco Park Land Company doth grant and convey unto Henry E. Dyson his heirs and assigns, in fee simple, all that ground and premises,situate lying and being in Anne Arundel County, State of Maryland, and being known as Lot numbered 620, of Patapsco Park, situate at Pumphrey's Station, in the Fifth Election District of Anne Arundel County, as shown on the plat of the Patapsco Park Land Company, which plat is duly filed in the office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book G.W. No.1,folio 31, and which

said lot described as follows, that is to say:-

Fronting twenty five (25) feet on Zepplin Avenue, with an even depth of One Hundred and twenty five (125) feet.

The mention of the above named Avenues or Raods in this description,or on the plat above referred to, is for the purpose of convenience of location only and for the purpose of securing to the owners of the several lots abutting thereon the right to use said Avenues or Roads in common with others, but to no other purpose or intent shall it be construed to be a dedication to public use, the title to the bed or beds thereof being expressly reserved to said grantors.

The above described land being part of the land which by Deed dated September 21st,1909, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 68, folio 425, was conveyed by Annie L. Von Hagel and husband to The Patapsco Park Land Company in fee simple.

Together with the improvements thereon and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the above granted property unto said Henry E. Dyson,his heirs and assigns in fee simple, forever, subject however, to the following conditions which are hereby entered into by the said Henry E. Dyson, for himself, his heirs and assigns with the said The Patapsco Park Land Company, as a part of the consideration for this Deed, and which shall be taken and considered as running with the land, viz:

1. That no building shall be erected upon said lot which shall cost less than($500 00/100) Five hundred dollars and that no saloon or any other business which the party of the first part may deem detrimental to the surroundings of the party of the first part shall be conducted on the lot hereby sold and that no dwelling or any portion thereof shall be erected within fifteen feet of the building line and shall front on a street or avenue as laid down on the plat, and no more than one dwelling on each lot, now shall any building be placed thereon nearer than five feet of the rear lines of said lot.

2. That all cesspolls, privies or receptacles of any kind for the storage of sewerage or liquid waste shall be build so that there shall be no leakage into the soil nor suisance of any kind maintained or allowed thereon, nor any use thereof made or permitted which shall be noxious or dangerous to health.

And the said The Patapsco Park Land Company, subject to the conditions to be observed by the grantee his heirs and assigns, covenants that it will warrant specially the property hereby granted and conveyed and that it will execute such further assurances of said land asmay be requisite.

As witness the Corporate Seal of said body corporate and the signature of Benjamin F. Simons, the President thereof.

Witness also the hand and seal of said grantee.

Signed, sealed and delivered in the presence of:-

C. Milton Dickerson

(CORPORATE SEAL)

Benjamin F. Simons
President of The Patapsco Park
Land Company
Henry E. Dyson (SEAL)

State of Maryland, City of Baltimore, to wit:

I Hereby Certify that on this 2nd day of December 1921, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore,aforesaid, personally appeared Benjamin F. Simons, the President of the Patapsco Park Land Company, the Grantor named in the

aforegoing Deed, and acknowledged the same to be its act.

Witness my hand and Notarial Seal.

C. Milton Dickerson, Notary Public.

(NOTARIAL SEAL)

Recorded 3 December 1921 at 9 A.M.

State of Maryland, Anne Arundel County, Sct:

I Hereby certify that the foregoing Deed was truly taken and copied from Liber W.N.W. No. 50, folio 36, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 12th day of June,A.D. 1946.

(Court Seal) John H. Hopkins, 3rd, Clerk.

Filed June 22, 1946

EXHIBIT B.

THIS DEED, made this 20th day of August in the year one thousand nine hundred and seventeen, by The Patapsco Park Land Company a Body Corporate, duly incorporated under the laws of the State of Maryland.

WITNESSETH: That in consideration of the sum of($125.00) One hundred and twenty-five dollars, the receipt whereof is hereby acknowledged, the said The Patapsco Park Land Company doth grant and convey unto Henry E. Dyson his heirs and assigns, in fee simple, all that ground and premises,situate lying and being in Anne Arundel County, State of Maryland, and being known as Lot numbered 622 - of Patapsco Park, situate at Pumphrey's Station, in the Fifth Election District of Anne Arundel County, as shown on the plat of the property of The Patapsco Park Land Company, whichplat is duly filed in the office of the Clerk of the Circuit Court for Anne Arundel County, in PlatBook G.W. No. 1,folio 31, and which said lot described as follows, that is to say:-

Fronting twenty five (25) feet on Zepplin Avenue, with an ever depth of one hundred and twenty-five (125) feet.

The mention of the above named Avenues or Roads in this description or on the plat above referred to, is for the purpose of convenience of location only and for the purpose of securing to the owners of the several lots abutting thereon the right to use said Avenues or Roads in common, with others but to no other purpose or intention shall it be construed to be dedication to public use, the title to the bed or beds thereof being expressly reserved to said grantor.

The above described land being part of the land which by deed dated September 21st 1909, and recorded among the Land Records of Anne Arundel County, in Liber G.W. No. 68, folio 425, was conveyed by Annie L. Von Hagel and husband to The Patapsco Park Land Company, in fee simple.

Together with the improvements thereon and the rights and appurtenances thereto belonging or appertaining.

To Have and To Hold the above granted property unto said Henry E. Dyson , his heirs and assigns, in fee simple, subject, however, to the following conditions, which are hereby entered into by the said Henry E. Dyson, for himself, his heirs and assigns, with the said The Patapsco Park Land Company as a part of the consideration for this deed, and which shall be taken and considered as running with the land, viz:

1. That no building shall be entered upon said lot which shall cost less than Five Hundred ($500.00) dollars, and that no saloon or any other business which the party of the first part may deem detrimental to the surrounding property of the party of the first part shall be conducted on the lot hereby sold, and that no dwelling or any portion thereof shall be erected within fifteen feet of

the building line and shall front on a street or avenue as laid down on the plat, and no more than one dwelling on each lot, nor shall any building be placed nearer than five feet of the rear lines of said lot.

2. That all cesspools, privies or receptacles of any kind for the storage of sewerage or liquid waste shall be build so that there shall be no leakage into the soil nor nuisance of any kind maintained or allowed thereon, nor any use thereof made or permitted which shall be noxious or dangerous to health.

And the said The Patapsco Park Land Company, subject to the conditions, to be observed by the grantee, his heirs and assigns, covenants that it will warrant specially the property hereby granted and conveyed and that it will execute such further assurances of saidland as may be requisite.

As Witness the Corporate Seal of said body corporate and the signature of Benjamin F.Simons, the President thereof.

Witness also the hand and seal of said Grantee.

Signed, sealed and delivered in the presence of:-

Josephine L. Collins:

(CORPORATE SEAL)

Benjamin F. Simons, President of
The Patapsco Park Land Company
Henry E. Dyson (Seal)

State of Maryland, City of Baltimore, to wit:-

I Hereby certify that on this 20th day of August, 1917,,before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Benjamin F. Simons, President of the Patapsco Park Land Company the grantee named in the aforegoing Deed, and acknowledged the same to be its act.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Josephine L. Collins,
Notary Public

Recorded 21st August, 1917

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify that the foregoing Deed was truly taken and copied from Liber G.W° No. 139, folio 16, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 12th day of June,A.D. 1946.

(CIRCUIT COURT SEAL)

John H. Hopkins, 3rd Clerk.

Filed June 22, 1946

ORDER OF PUBLICATION

The object of this suit is to obtain a decree for the sale of the real estate mentioned in these proceedings.

The bill of complaint recites the substance that Henry E. Dyson, late of Anne Arundel County died intestate on November 22, 1941, and at the time of his death, he was seized and possessed of two lots of ground improved by a small frame dwelling, situate at Patapsco Park,Anne Arundel County, Maryland, said property having been conveyed to the said Henry Dyson by deed dated August 20, 1919, and December 2, 1922 , and recorded respectfully, among the Land Records of Anne Arundel County, in Liber G.W. No. 139, folio 16, and Liber W.N.W. No. 50, folio 36; that his widow, Nancy Dyson, occupied said premises until her death intestate on December 28, 1945; that the only known relatives or next of kin of the said Henry E. Dyson and Nancy Dyson, are Mamie

Sparrow and John Sparrow, her husband, and Nettie Livers, residing in Baltimore and William Thompson, whose address is unknown, and that there may be other unknown heirs of said decedents; that during their lives, the said decedents were recipients of old age assistance from the Anne Arundel County Welfare Board in the total sum of $3026.15, that said decedents left no personal estates, and there has been no administration of their estates, and further that it is necessary that said real estate be sold to pay the claim of the Anne Arundel County Welfare Board; that said property is not occupied by any relatives of the decedents.

It is thereupon this 22" day of June, 1946, ordered by the Circuit Court for Anne Arundel County that the plaintiff, by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 31" day of July, 1946, give notice to the absent defendant, William Thompson, and to the unknown heirs of Henry E. Dyson and Nancy Dyson, his wife, of the object and substance of this bill, warning them to be and appear in this Court in person or by solicitor, on or before the 15" day of August,1946, to show cause, if any they may have, why a decree should not be passed as prayed.

(No Seal) John H. Hopkins, 3rd, Clerk.

Filed June 22, 1946.

CERTIFICATE OF PUBLICATION.

Annapolis, Md. August 9, 1946.

We hereby certify that the annexed Order of Publication Mamie Sparrow was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st day of July,1946. The first insertion being made the 27th day of June, 1946.

THE CAPITAL-GAZETTE PRESS, INC.

By Mae Carlson

Filed July 14, 1947

PETITION FOR ORDER OF PUBLICATION AND ORDER OF COURT THEREON.

TO THE HONORABLE THE JUDGES OF SAID COURT:

The petition of the Anne Arundel County Welfare Board, by Benjamin Michaelson, its Solicitor, respectfully shows:

1. That the Clerk of this Court issue subpoenas to be served on Mamie Sparrow and John Sparrow, her husband, and Nettie Livers, heirs-at-law of Henry E. Dyson and Nancy Dyson, his wife, in the City of Baltimore, and the said Nettie Livers was duly summoned to appear, but the the Subpoenas to be served on the said Mamie Sparrow and John Sparrow, her husband, were returned "Non Sunt" on two occasions.

2. That your petitioner does not know where the said defendants, Mamie Sparrow and John Sparrow, her husband, are now living, and has been unable to ascertain their whereabouts .

3. That, under the circumstances, your petitioner desires to have an order of publication issue, giving notice to the said defendants, John Sparrow and Mamie Sparrow, and to any and all other heirs, known and unknown, of the said Henry E. Dyson and Nancy Dyson, of the object and substance of the original petition filed by the plaintiff in this cause, and commanding them to be and appear in this Court at some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein, or to show cause, if any they may have, why a decree should not be passed as prayed thereon.

AND AS IN DUTY BOUND, ETC.

ANNE ARUNDEL COUNTY WELFARE BOARD,

By Benjamin Michaelson, Solicitor.

ORDER OF COURT.

Upon the foregoing petition it is hereby ordered this 23" day of December,1946, by the Circuit Court for Anne Arundel County that the order of publication issue as prayed in the aforesaid petition.

WILLIAM J. McWILLIAMS, Judge.

Filed Dec 23, 1946

Certificate of Publication

The object of this suit is to obtain a decree for the sale of the real estate mentioned in these proceedings.

The bill of complaint recites in substance that Henry E. Dyson, late of Anne Arundel County, died intestate on November 22, 1941, and at the time of his death, he was seized and possessed of two lots of ground improved by a small frame dwelling, situate at Patapsco Park, Anne Arundel County, Maryland, said property having been conveyed to the said Henry Dyson by deeds dated August 20,1919, and December 2, 1922, and recorded respectively, among the Land Records of Anne Arundel County, in Liber G.W. No. 139, folio 16, and Liber W.N.W. No. 50, folio 36; that his widow, Nancy Dyson, occupied said premises until her death intestate on December 28, 1945; that the only known relatives or next of kin of the said Henry E. Dyson and Nancy Dyson, are Mamie Sparrow and John Sparrow, her husband, whose addresses are unknown, and Nettie Livers, residing in Baltimore,Maryland, and William Thompson, whose address is unknown, and that there may be other heirs of said decedents; that during their lives, the said decedents were recipients of old age assistance from the Anne Arundel County Welfare Board in the total sum of $4026.15, that said decedents left no personal estates, and there has been no administration of their estates, and further that it is necessary that said real estate be sold to pay the claim of the Anne Arundel County Welfare Board; that said property is not occupied by any relatives of the decedents.

It is thereupon this 23" day of December, 1946, ordered by the Circuit Court for Anne Arundel County that the plaintiff, by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 31st day of January, 1947, give notice to the absent defendants, Mamie Sparrow and John Sparrow, her husband, and to any and all other heirs, known and unknown, of the said Henry E. Dyson and Nancy Dyson, his wife, of the object and substance of this bill, warning them to be and appear in this Court in person or by solicitor, on or before the 15" day of February, 1947, to show cause, if any they may have, why a decree should not be passed as prayed.

John H. Hopkins, 3rd, Clerk.

Filed Dec. 23, 1946.

CERTIFICATE OF PUBLICATION OF ORDER.

Annapolis, Maryland, February 8, 1947.

We hereby certify, that the annexed Order of Publication Mamie Sparrow was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of February, 1947. The first insertion being made the 2nd day of January, 1947.

THE CAPITAL-GAZETTE PRESS, INC.

By Mae Carlson

DECREE PRO CONFESSO

The defendent, Nettie Livers, having been duly summoned, and having failed to appear or file her answer in this cause, and the other defendants, known and unknown, having been duly summoned by an

order of publication, duly issued in this cause, and having failed to appear, or to file their answer within the time fixed by this Court, it is thereupon this 25" day of February, 1947, by the Circuit Court for Anne Arundel County, in equity,adjudged, ordered and decreed that the bill of complaint be, and the same is hereby taken pro confesso against all of said defendants.

William J. McWilliams, A.J.

Filed February 25, 1947.

Petition for Special Stenographer and Order of Court thereon.

To the Honorable, the Judges of said Court;

The petition of Benjamin Michaelson, Solicitor in the above cause, respectfully represents:

1. That your petitioner desires to take testimony in the above cause before one of the standing examiners of the Court, but in view of the illmess of the Court Stenographer, it is necessary to utilize the services of another stenographer.

Wherefore your petitioner prays this Court to pass an order authorizing him to obtain the services of a special stenographer for the purpose of taking testimony in this cause.

And as in duty bound, etc.

Benjamin Michaelson, Solicitor.

ORDER OF COURT

Upon the foregoing petition, it is hereby ordered this 21 day of March, 1947, by the Circuit Court for Anne Arundel County that the parties to the foregoing cause be, and they are hereby authorized to obtain the services of Katharine H. McCutchan as special stenographer to take testimony in this cause.

WILLIAM J. McWILLIAMS, Judge.

Filed March 21, 1947.

TESTOMONY.

Testimony in the above cause taken April 3, 1947 at 9:15 a.m.

Witnesses:

Mrs. Mildred Johnson

Mr. Benjamin Michaelson

Examiner: Mr. John S. Strahorn

Stenographer: Katharine H. McCutchan

Mrs. Mildred Johnson,a witness of lawful age, being first duly sworn, deposes and says:

Q. State your name, residence and occupation.

A. Mildred Johnson, Annapolis, Maryland. I am the Directress of the Anne Arundel County Welfare Board.

Q. Are you familiar with the case of Henry E. Dyson and Nancy Dyson in reference to relief or assistance by the Welfare Board?

A. I am.

Q. According to your records, what amount of assistance was received and forwhat period of time?

A. According to our records from old age assistance, he received $708.00, and in addition the sum of $35.00 for funeral expenses. These amounts he received from October 1,1936 to January 10,1941.

Q. For part of the time that you gave him the assistance, was he confined at Crownsville?

A. No, we didn't give him assistance after he want to Crownsville.

Q. Only at the time before he went to Crownsville?

A. Yes.

Q. That money has never been repaid to the Anne Arundel County Welfare Board?

A. No.

Q. As far as you know, he had no children?

A. No.

Q. But he did have a widow, Nancy Dyson?

A. Yes.

Q. What assistance did she receive?

A. She received $2087.15.

Q. For what period of time?

A. From October 1, 1936 to December 28, 1945, and we also paid $100.00 for her funeral expenses.

Q. The total owing then by both Henry E. Dyson and Nancy Dyson was $2930.15, is that correct?

A. Yes

Q. At the time of the death of Nancy Dyson, do you know what relatives were living?

A. I know there is Mamie Sparrow who is supposed to be a niece of Nancy Dyson and John Sparrow, her husband, and Nettie Livers, who is supposed to be a niece of Nancy Dyson, residing at Baltimore at 1434 Argo Avenue and there is supposed to be a brother of Nancy Dyson, named William Thompson.

Q. Do you know of any other relatives?

A. I do not know where they are or if there are any other relatives.

Q. Do you know whether Henry Dyson owned any real estate at the time of his death?

A. According to our records, he owned lots 620 and 622 at Patapsco Park.

To the General Question under the rule, the witness answers "no".

Mildred Johnson

BENJAMIN MICHAELSON, a witness of lawful age, being first duly sworn, deposes and says:

I have examined the Land Records of Anne Arundel County and find that Henry E. Dyson was the owner of the following property: Lot No. 622 of Patapsco Park in the Fifth Election District, being the lot of ground which was conveyed to him by the Patapsco Park Land Company by deed dated August 20, 1917 and recorded among the Land Records of Anne Arundel County in LiberG.W. No. 139, folio 16. (I am filing a certified copy of this deed marked Exhibit B) He also was the owner of Lot No. 620 of Patapsco Park in the Fifth Election District of Anne Arundel County being the same property conveyed to him by the Patapsco Park Land Company by deed dated December 2, 1921, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 50, folio 36. (I am filing a certified copy of this deed marked Exhibit A). The property consists of two small lots and a small two story four room dwelling in very bad condition, unoccupied and somewhat dilapidated. The property is assessed for $800.00 and the fair market value would be $1000.00. I talked with Mamie Sparrow, whose relationship to the Dysons is questionable. She stated that she was supposed to be an adopted daughter but was a niece and I also talked with Nettie Livers, who stated that she was a niece of Nancy Dyson. In my conversation with them they were uncertain as to the named or addresses of any other heirs but stated that Nancy Dyson was supposed to have a brother, William Thompson, somewhere in the District of Columbia and that there might be some other heirs that they did not know anything about. For this reason an order of publication was published to give notice to all heirs both known and unknown in order that their interest might be bound by these proceedings.

To the General Question under the rule, the witness answers "No".

BENJAMIN MICHAELSON.

There being no further witnesses to be examined and no further testimony being desired, the within testimony is hereby closed and returned to the Court this 3 day of April, 1947.

Jno. S. Strahorn, Examiner.

Filed April 3, 1947.

DECREE.

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

It is thereupon this 5" day of June, 1947, by the Circuit Court for Anne Arundel County, adjudged ordered and decreed that the property mentioned in these proceedings be sold, and that Benjamin Michaelson be, and he is hereby appointed trustee to make said sale, and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court, in the penalty of Fifteen Hundred ($1500.) Dollars conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale after giving at least three weeks' notice by advertisement inserted in some newspaper published in Anne Arundel County of the time, place, manner and terms of sale, which shall be cash, and as soon as may be convenient after such sale, the said trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and upon obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property to him, her or them sold, free, clear and discharged from all claims of the parties hereto, plaintiff and defendants, and of those claiming by, from or under them or any of them; and the said trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity with which he shall appear to have discharged his trust.

WILLIAM J. McWILLIAMS, Judge.

Filed 5 June, 1947

BOND

EAGLE INDEMNITY COMPANY OF NEW YORK.

KNOW ALL MEN BY THESE PRESENTS, That We, Benjamin Michaelson, Trustee, as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N.Y. a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of FIFTEEN HUNDRED ($1500.00) Dollars, current money, 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 and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 26" day of June, Nineteen Hundred and 47.

WHEREAS, by virtue of a power of sale contained in a decree of the Circuit Court for Anne Arundel County in a cause entitled "Anne Arundel County Welfare Board vs Mamie Sparrow, et al", Equity No. 9056 bearing date on or about the 5th day of June Nineteen Hundred and 47 and the said Benjamin Michaelson, Trustee, is authorized and empowered to make sale of the property described in said proceedings, the said Benjamin Michaelson, Trustee is about to execute said power and made sale of the property described as aforesaid in said proceedings.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Benjamin Michaelson, Trustee do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property or the proceeds thereof,

then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

BENJAMIN MICHAELSON, Trustee, (Seal)
Eagle Indemnity Company
by Benjamin Michaelson,
Attorney-in-Fact.

Test:
Katharine McCutchan
(Corporate Seal)

Approved this 27" day of June, 1947,

John H. Hopkins, 3rd, Clerk.

FILED June 27", 1947.

REPORT OF SALE AND ORDER NISI THEREON.

To the Honorable, the Judges of said Court:

The report of Benjamin Michaelson, Trustee, duly appointed to make sale of certain real estate mentioned and described in these proceedings, respectfully shows:

That, whereas by a certain decree of the Circuit Court for Anne Arundel County dated June 5, 1947, and passed in a cause in said Court pending, entitled "Anne Arundel County Welfare Board, Plaintiff, vs Mamie Sparrow, et al," defendant, No. 9056 Equity, the said Benjamin Michaelson, Trustee, was authorized to sell the property described in said proceedings and the said Benjamin Michaelson, Trustee, in pursuance of the power and authority vested in him by said decree,after giving bond as security for the faithful performance of his trust, and having complied with all the other prerequisites mentioned in said decree as required by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in the City of Annapolis, Anne Arundel County, for at least three consecutive weeks before the day of sale, did, and by virtue of the power of sale contained in said decree and pursuant to said notice, attend at the Court House door in the City of Annapolis, Maryland,Tuesday July 8, 1947, at 11:00 o'clock A.M. and then and there proceeded to sell said property in a manner following, that is to say:

The said Trustee offered at public sale to the highest bidder the property mentioned and described in said decree, and being more particularly described as follows :

All those two lots of ground, improved by a frame dwelling situated at Patapsco Park, Anne Arundel County, designated as Lots Nos. 620 and 622, on the plat of Patapsco Park Land Company recorded in Plat Book G.W. No. 1, folio 31, and being the same property which was conveyed to Henry E. Dyson by the Patapsco Park Land Company by (1) deed dated August 20, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 139, folio 16, and (2) deed dated December 2, 1921, and recorded among the Land Records aforesaid in Liber W.N.W. No 50,folio 36.

And the said Trustee sold the above described property to Sarah Louise Linthicum for the sum of Fourteen Hundred Seventy-five ($1475.00) Dollars, she being at that sum the highest bidder therefor, and said purchaser agreed to comply with the terms of the sale.

Respectfully submitted,

Benjamin Michaelson, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL County, to wit:

I HEREBY CERTIFY that on this 11th day of July 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson, Trustee, and duly acknowledged the aforegoing Report of Sale to be true to the best of his knowledge, information and belief,and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Katherine H. McCutchan, Notary Public (Seal)

J.H.H. #63 Equity

Filed July 11, 1947.

George W. Scible Auctioneer

TRUSTEE'S SALE

of Valuable REAL ESTATE situated in the Fifth Election District of Anne Arundel County at Patapsco Park, Md.

Under and by virtue of the power of sale vested in the undersigned trustee by a decree of the Circuit Court for Anne Arundel County, dated June 5, 1947, and passed in a cause entitled "Anne Arundel County Welfare Board vs Mamie Sparrow, et al," No. 9056 Equity, in said Court pending, the undersigned trustee will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, on TUESDAY, JULY 8, 1947 at 11:00 O'Clock A.M.,

All those two lots of ground, improved by a frame dwelling situate at Patapsco Park, Anne Arundel County, designated as Lots Nos. 620 and 622, on the plat of Patapsco Park Land Company recorded in Plat Book G.W. No. 1, folio 31, and being the same property whichwas conveyed to Henry E. Dyson by The Patapsco Park Land Company by (1) deed dated August 20, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 139, folio 16, and(2) deed dated December 2, 1921, and recorded among the Land Records aforesaid in Liber W.N.W. No. 50, folio 36.

TERMS OF SALE: A deposit of $350 will be required of the purchaser on the day of sale and the balance of the purchase price with interest thereon at the rate of 6% per annum, to be paid cash. upon final ratification of the sale by the Court. Taxes and expenses to be adjusted to the day of sale.

For further particulars apply to:

BENJAMIN MICHAELSON, Trustee

15 School Street, Annapolis, Maryland.

Filed July 1, 1947.

PURCHASER'S CERTIFICATE

I HEREBY CERTIFY that I have purchased the property mentioned in these proceedings from Benjamin Michaelson, Trustee, this 8th day of July, 1947, for the sum of Fourteen Hundred Seventy five Dollars ($1475.00) and I hereby agree to comply with the terms of sale

WITNESS my hand and seal.

Test: Geo.W. Scible. SARAH LOUISE LINTHICUM, Purchaser.

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that I have sold the property herein mentioned this 8thday of July,1947, to Sarah Louise Linthicum for the sum of Fourteen Hundred Seventy-five Dollars,She being the highest bidder therefor.

WITNESS MY HAND AND SEAL.

Test: Benj. Michaelson. GEORGE W. SCIBLE Auctioneer, (SEAL)

Filed July 11, 1947.

ORDER NISI ON REPORT OF SALE.

ORDERED, this 11th day of July, 1947, That the sale of the real estate mentioned in these proceedings made and reported by Benjamin Michaelson, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12" day of August next; Provided , a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12" day of August next.

The report states that the amount of sales to be $1475.00

John H. Hopkins, 3rd, CLERK.

Filed July 11, 1947

J.H.H. # 63 Equity

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 12, 1947

We hereby certify that the annexed Order Nisi Mamie Sparrow was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of August, 1947. The first insertion being made the 17th day of July, 1947.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG. 5800

By Mae Carlson

Filed August 14, 1947

FINAL ORDER

ORDERED BY THE COHRT, This 14th day of August, 1947, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause, and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

JAMES CLARK -

FILED 14 August, 1947.

PETITION FOR COUNSEL FEE.

To the Honorable, the Judges of said Court:

The Petition of Benjamin Michaelson, solicitor for the plaintiff in the above entitled cause, respectfully represents:

1. That your petitioner, as solicitor in this cause, examined the title to the property which is the subject of these proceedings, interviewed a number of persons in connectio with the ownership of said property, prepared all the necessary papers and conducted the proceedings necessary and requisite for a sale of the property.

2. That said property was sold advantageously by your petitioner as trustee, for $1475.00, which was a very good price, considering the poor condition of the property.

3. That the commissions allowable to your petitioner as trustee are not adequate compensation to him for legal services rendered, and your petitioner feels that he is entitled to a reasonable counsel fee for said services.

Wherefore, your petitioner prays this Court to pass an order allowing him such counsel fee for legal services rendered, as to this Court may seem reasonable and proper.

And as in duty bound, etc.,

BENJAMIN MICHAELSON. Petitioner.

And Order thereon.

Filed August 26, 1947.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account January 15, 1948.

All of which is respectfully submitted.

Laura L. Jickling, Auditor.

Dr. Anne Arundel County Welfare Board vs Mamie Sparrow, et al, etc in ac.

To Trustee for Commissions	75.62	
To Trustee for Fee (Order of 8/26/47)	100.00	175.62

To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of the Court- Court costs	21.75	
Jos. C. Deegan- Sheriff's costs	1.60	
Auditor- stating this account	13.50	46.85
To Trustee for Expenses, viz:		
The Capital-Gazette Press-1st Order of publication	36.00	
Capital-Gazette Press-2nd order of "	41.00	
Capital -Gazette Press-advertising sale	22.00	
Capital-Gazette Press-handbills	10.25	
Capital-Gazette Press-notice to creditors	5.00	
Capital-Gazette Press-Order Nisi (Sale)	5.00	
Capital-Gazette Press-Order Nisi (acct.)	5.00	
Eagle Indemnity Co.- bond premium	10.00	
George W. Scible-auctioneer's fee	11.00	
John S. Strahorn- Examiner	8.00	
Katherine H. McCutchan-stenographer	4.00	
Clerk of Court- certified copied deeds	3.00	
One-half Federal revenue stamps	.82	
One-half State revenue stamps	.83	
Drawing and recording release of mortgage	8.30	
Katharine H. McCutchan- notary fees	1.00	171.20
To Trustee for Taxes, viz:		
1946 State and County taxes	20.30	
1947 State and County taxes ($18.68-adj.)	9.34	29.64
BALANCE FOR DISTRIBUTION $1,051.69		
Distributed as follows:		
Anne Arundel County Welfare Board-in full for claim filed against Henry E.Dyson	743.00	
Anne Arundel County Welfare Board-this balance on account of claim filed against Nancy Dyson	308.69	1,051.69
Amount of Claim filed against Nancy Dyson	2,187.15	
Cr. Amount allowed as above	308.69	
Balance	1,878.46	

with Benjamin Michaelson, Trustee Cr.

1947.

July 8 Proceeds of Sale 1,475.00

1,475.00

Filed January 15, 1948.

ORDER NISI

ORDERED, This 15" day of January, 1948, 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 16" day of February next; Provided a copy of this Order be inserted

in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16" day of February next.

John H. Hopkins, 3rd, CLERK.

CERTIFICATE OF PUBLICATION

Annapolis, Md. February 26, 1948

We hereby certify, that the annexed Order Nisi #9056 Mamie Sparrow was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County,Maryland, once a week for 3 successive weeks before the 16th day of February, 1948. The first insertion being made the 22nd day of January, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG __ By Shirley McDonald.

Filed February 26, 1948

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

ORDERED BY THE COURT, this 27 day of February, 1948, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

William J. McWilliams,

Judge

Filed February 27, 1948

Elizabeth DeChantal Smith,	:	In
Plaintiff	:	
vs	:	The Circuit Court
Doris Smith,	:	
Marie Creighton and	:	for
George Creighton,her husband,	:	Anne Arundel County
Charles Smith,	:	No. 9065 Equity.
Harry Smith,	:	
and the Heirs, known and unknown,of	:	
Frank R. Smith, deceased,	:	
Defendants.	:	

To the Honorable, the Judges of said Court:

Your Oratrix, complaining, says:

1. That Frank R. Smith and Louis F. Smith, who were brothers of your oratrix and who are now deceased, were during their lifetimes the owners of a certain lot or parcel of land situated at Arnold Station in the Third Election District of Anne Arundel County,State of Maryland, being the same property which was conveyed to them as tenants in common by Charles L. Tate and Sadie A. Tate, his wife, by deed dated January 30, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 126, folio 420, said deed being filed herewith as a part hereof, marked Plaintiff's "Exhibit A".

2. That the said Frank R. Smith, who died intestate in 1919, during his lifetime by a certain written instrument in the nature of a deed, dated February 2, 1919, a photostat copy of which is filed herewith as Plaintiff's "Exhibit B", which written instrument has recently been

recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. __ folio __ did sell, grant, release and quitclaim unto his brother, the said Louis F. Smith, all of his equity in the aforementioned property, as by reference to said photostat copy of said written instrument will clearly appear.

3. That the said Louis F. Smith took full possession of said premises thereafter as the owner of said premises, and continued in possession of said property as the owner thereof until his death in 1933.

4. That the said Louis F. Smith died testate on January 23, 1933, and by his Last Will and Testament, a copy of which is duly recorded among the Testamentary Records of Anne Arundel County in Liber G.T.C. No. 1,(50) folio 295, he devised said property to your oratrix, the said Elizabeth DeChantal Smith as will appear from a certified copy of said Last Will and Testament filed herewith as a part hereof, as Plaintiff's "Exhibit C".

5. That your oratrix has been in undisputed possession of said property since the death of her said brother, Louis F. Smith, and has exercised all the rights of full ownership of said property.

6. That a recent examination of the title to the aforesaid property disclosed that the aforesaid written instrument, dated February 2, 1919, had not been recorded among the Land Records of Anne Arundel County until May 6, 1946, and that because of the form and substance of said written instrument, there is some uncertainty as to its legal purport and effect, and it is necessary that said written instrument be construed by this Court in order that the nature and validity of said written instrument be legally determined.

7. That the said Frank R. Smith, at the time of his death in 1919, was unmarried, and he left surviving him a brother, Louis F. Smith, who died testate in 1933, a brother, Joseph S.Smith, who died in 1923, leaving a daughter, Doris Smith, residing in Emmitsburg, Md., a brother, Harry A. Smith, who died in 1934, leaving the following children: Marie Smith, now known as Mrs. George Creighton, residing at 3 North Woodington Avenue, Irvington, Baltimore, Md., Charles Smith and Harry Smith, Jr., whose addresses are unknown; also two brothers, Charles J. Smith and Thomas Smith, who were unmarried, and who died intestate, without issue; that so far as your oratrix known,there are no other heirs in existence, but she desires this suit to be binding on any and all heirs,known and unknown.

8. That because of the uncertainty of the legal purport and effect of the aforesaid written instrument, and because of the possibility of claims by the heirs of the said Frank R. Smith of some possible interest in the property of your oratrix, there is a cloud on the title to said property, and unless and until this Court construes said written instrument, the title to said property will be technically not good and merchantable.

9. That your oratrix is advised that under the provisions of Chapter 724 of the Acts of the General Assembly of Maryland, 1945,Session, this Court has the right and authority to construe the said written instrument dated February 2, 1919, and to determine the status and rights of your oratrix in the premises, and to enter a declaratory judgment terminating the uncertainty or controversy giving rise to these proceedings.

To the end, therefore,

(a) That this Court construe the legal purport and effect of the aforesaid written instrument dated February 2, 1919.

(b) That this Court enter a declaratory judgment or decree determining the rights and interest

of your oratrix and of all other parties to this suit in the property which is the subject matter of these proceedings.

(c) That your oratrix may have such other and further relief as her case may require.

May it please your Honor to grant unto your oratrix writs of subpoena directed to the defendants, Doris Smith, residing at Emmitsburg, Md., and Marie Creighton and George Creighton, her husband, residing at Irvington, Balti,ore, Md., and an order of publication directed to the other heirs, known and unknown, of the said Frank R. Smith, giving notice to them of the object and substance of the bill of complaint, and commanding them to be and appear in this Court at some certain date to be named therein, to answer the premises, and show cause, if any they may have, why a decree should not be passed as prayed.

And as in duty bound, etc.

Elizabeth De Ch:. Smith, Plaintiff.

Benjamin Michaelson,

Solicitor for Plaintiff.

Filed July 6, 1946.

Exams. Exh 1 Exhibit "A". DEED AND PLAT.

PLAT.

Plat Shown

Deed.

THIS DEED made this 30th day of January,1917, by and between Charles L. Tate and Sadie A. Tate, his: wife, of Anne Arundel County, State of Maryland, of the first part, hereinafter called "GRANTORS"; and Frank R. Smith and Louis F. Smith, also of said County and State, of the second part, hereinafter called "GRANTEES."

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said GRANTORS do hereby grant and convey unto the said GRANTEES, their heirs and assigns, respectively, in fee simple, as tenants in common, all that lot or parcel of ground situated at Arnold Station on the line of the Maryland Electric Railways and in the Third Election District of Anne Arundel County, Maryland, which is particularly described as follows, according to a survey and plat thereof made by J.Carson Boush, County Surveyor, in January, 1917,(said plat being attached to this deed and recorded herewith) that is to say:

BEGINNING FOR THE SAME at an iron pin at the end of the second line of the lot heretofore conveyed by Charles L. Tate and wife to William E. Cook and Wife, by deed dated June 9, 1913, and recorded in Liber G.W. No. 99 folio 94, and running from thence and with the third line of said conveyance, South 21 degrees 35 minutes East, 118 feet; thence South 69 degrees 25 minutes West, 60.5 feet to the right of way of the Baltimore and Annapolis Short Line Railroad; thence with the right of way of said Railroad, North 17 degrees 45 minutes West, 118.3 feet; thence leaving said Railroad and running North 69 degrees 25 minutes East, 54 feet to the place of beginning.

BEING a portion of the land conveyed unto the said Charles L. Tate by Cyrus N. Joyce and Eliza F. Joyce, his wife, by deed dated January 24, 1903, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 28, folio 426, the said parcel of ground hereby conveyed being improved by the store building for many years known and operated as "Tate's Store", and wherein has been, and is now, located the Post Office known as "Arnold's".

The said property being, also, a portion of the property mentioned and described in the mortgage from the said Charles L. Tate and Wife to the Annapolis Savings Institution, dated April 1, 1916, and recorded in Liber G.W. No. 111 folio 225, which mortgage the said Annapolis Savings Institution,has agreed to release, and as evidence thereof has executed and delivered to the said above named GRANTEES its separate deed releasing the lien of its said mortgage as to the particular property hereby conveyed, said deed being dated February 2, 1917 and left for record simultaneously with these presents.

TOGETHER WITH the buildings and improvements on the land hereby conveyed, and the rights and appurtenances thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Frank R. Smith and Louis F. Smith, their heirs and assigns, respectively, in fee simple, as tenants in common.

AND the said GRANTORS Do hereby covenant that they will WARRANT SPECIALLY the title to the property hereby conveyed, and that they will execute such other or further assurances of the same as may be requisite.

WITNESS THE HANDS AND SEALS OF THE SAID GRANTORS.

WITNESS: CHARLES L. TATE (SEAL)

Laura R. Jickling SADIE A. TATE (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 30th day of January,1917, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,personally appeared Charles L.Tate and Sadie A. Tate, his wife, and acknowledged the aforegoing deed to be their act.

WITNESS MY HAND AND SEAL NOTARIAL.

(NOTARIAL SEAL) Laura R. Jickling, NOTARY PUBLIC

Recorded 3 Feby.1917, in Liber G.W. No. 126,folio 420 Land Records.

Filed July 6, 1946.

Exhibit "B" EXAMS: EXH. 2.

In consideration of the sum of ten dollars ($10.00) and other good and valuable considerations to me in hand paid by Louis F. Smith, I Frank R. Smith hereby sell, grant, release and quitclaim to said Louis F. Smith my equity in that certain lot and store building located at Arnold Station in the third District of Anne Arundel County, Maryland, which was granted and conveyed from Charles L. Tate and Sadie A. Tate, his wife, to Frank R. Smith and Louis F. Smith by deed dated January 30th, 1917 and therein fully described and recorded among the land records of Anne Arundel County, Liber G.W. No. 126 Folio 420. To have and to hold the said released premises to Louis F. Smithand his heirs and assigns forever.

Witness my hand and seal this 2nd day of February, 1919.

Witness Frank R. Smith.

Charles J. Smith

William E. Cook

Louis F. Smith

We whose names are hereunto signed above as witnesses do hereby certify that Frank R. Smith of Arnold, Anne Arundel County, Maryland, The grantor subscribed his name to this instrument in our presence and in the presence of each of us, and declared at the same time and in our presence and hearing that this instrument was his act and we at his request signed our names in his presence as attesting witnesses.

Charles J. Smith

William E. Cook

Louis F. Smith

State of Maryland, City of Baltimore, to wit:-

I, the undersigned, a Notary Public of the City of Baltimore,in the State of Maryland, do hereby certify that on this fifth day of July, nineteen hundred and twenty nine,personally appeared before me - Charles J. Smith, William E. Cook, and Louis F. Smith, and each declared in due form of law that he witnessed the signing of the foregoing paper by Frank R. Smith, now deceased, on the second day of February, nineteen hundred and nineteen,

As witness my hand and Notarial seal.

Florence C. Norton, Notary Public.

FILED JULY 6, 1946.

Exhibit "C" Exams. Exh. 3. WILL.

IN THE NAME OF GOD AMEN:

I, LOUIS FREDERICK SMITH, of Bartonsville, Frederick County, Maryland, do hereby make,publish and declare, as and for my last Will and Testament, the following, that is to say:

After the payment of all my just debts and funeral expenses, I give and bequeath as follows:

I devise and bequeath unto my sister, Elizabeth DeChantal Smith, my sister, the lot and Bungalow, No. 907 at Pines on the Severn, known as the Smith Brothers Property, but now owned by me.

Further, I devise and bequeath that store and property at Arnold Station, in Anne Arundel County, which property is known as Smith Brothers,formerly owned by Louis F. and F. R. Smith,but now owned by me, to Elizabeth DeChantal Smith.

Further, I devise and bequeath unto Elizabeth DeChantal Smith, all that property known as "Skyland", ninety-four acres, more or less, on the Monocacy River, Frederick County,Maryland.

Also, I bequeath unto Elizabeth DeChantal Smith all my stocks and bonds, held in the name of Smith Brothers, but now owned by me, consisting of fifty (50) Shares of Commercial Credit Seven per cent Stock, and fifty (50) Shares of Commercial Credit (b), and all other securities which I own.

Further, I bequeath unto Elizabeth DeChantal Smith all the cash which is deposited in the Farmers National Bank, at Annapolis, Maryland, under the name of SSmith Brothers, but owned by me.

Further, I hereby bequeath to my brothers, Charles J. Smith, Thomas H . Smith and Harry A . Smith, the sum of One Dollar ($1) each.

All the rest and residue of my estate, I give, devise and bequeath unto my sister Elizabeth DeChantal Smith.

And lastly, I hereby constitute, and appoint my brother Charles J. Smith and my sister, Elizabeth DeChantal SSmith, to be my Executors of this, my Will, without bond, they having agreed with me not to charge any fees as Executors, hereby revoking any and all former Wills by me heretofore made, and ratifying and confirming this and none other as my Last Will and Testament.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my seal, this 17th day of January, A.D. 1933.

LOUIS FREDERICK SMITH (SEAL)

Signed, Sealed, published and declared by the above named Testator as _for his Last Will and Testament in the presence of us, who, at his request, in the presence of us, who, at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses hereto.

R. R. Ruland (SEAL)

M. M. Weinberg (SEAL)

TRUE COPY TEST:

(SEAL) Melvin F. Shepley,Registerof Wills for Frederick County, Md.

State of Maryland, Frederick County, To°Wit:-

I Melvin F. Shepley, Register of Wills for Frederick County,Md., do hereby certify that the foregoing is a true and genuine copy of the last Will and testament of Louis F. Smith, as recorded in Liber M.F.S. No. 1, folio 147, one of the books of record in the office of the Register of Wills for Frederick County.

In testimony whereof I hereunto set my hand and affix the seal of the Orphans' Court for Frederick County, this 16th day of February A.D. 1933.

(SEAL) Melvin F. Shepley

Register of Wills for Frederick County_

Maryland, Frederick County, to wit:

On this 28th day of Jan, 1933, came Mr. Manuel M. Weinberg and made oath in due form of law that the aforegoing instrument of writing is the true whole will and Testament of Louis Frederick Smith late of Frederick County, deceased, that has come to h- hands and possession; that he received the same Elizabeth DeChantal Smith who received it from the Testator for safe keeping, and that he does not know of any other of a later date; that said Louis Frederick Smith died on or about Jan.23,1933.

Test : Melvin F. Shepley

Register of Wills for Frederick County

State of Maryland, Frederick County, to wit:

On the 28th day of Jan. 1933, came M. M. Weinberg and R. R. Ruland the subscribing witnesses to the aforegoing last Will and Testament of Louis Frederick Smith late of Frederick County, deceased, and made oath in due form of law that they did see Louis Frederick Smith the Testator therein named, sign and seal this Will; that he heard him publish,pronounce and declare the same to be his last Will and Testament; that at the time of his so doing he was, to the best of their apprehension of sound

and disposing mind, memory and understanding, and capable of executing a valid deed or contract, and that he respectfully subscribed their names as Witnesses to said Will in the presence of and at the request to the Testator and that he did also see each the other subscribing Witness sign hi̲m name as Witness to said Will, at the request of the Testator in his presence, and all in the presence of each other.

Test: Melvin F. Shepley

Register of Wills for Frederick County.

In the Orphans' Court of Frederick County:

The Court, after having carefully examined the above last Will and Testament of Louis Frederick Smith late of Frederick County, deceased, together with the Codicil thereunto attached, and also the evidence adduced as to its validity, Orders and Decrees this 30th day of Jan. A.D. 1933, that the same be admitted to probate in this Court as the true and genuine last Will and Testament and Codicil of the said Louis Frederick Smith, deceased.

C. Newton Thomas

John Hershberger

Louis C. Etchison

Judges of the Orphans' Court

STATE OF MARYLAND: ANNE ARUNDEL COUNTY

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Copy of Last Will and Testament of Louis Frederick Smith late of Frederick County,deceased, taken from the Copy filed in the Orphans' Court for Anne Arundel County for Record on February 18th, 1933, and Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affox the seal of said Court this 17th day of May, in the year of our Lord, nineteen hundred and forty-six,

R.GLENN PROUT,

(ORPHAN'S COURT SEAL) Register of Wills for Anne Arundel County.

By Clemence C. Burwell, Deputy.

Filed July 6, 1946.

ORDER OF PUBLICATION

The object of this suit is to obtain a declaratory judgment or decree on behalf of the Plaintiff, Elizabeth DeChantal Smith, against the heirs of Frank R. Smith, known and unknown, terminating the uncertainty of title to the property mentioned in these proceedings.

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The bill of complaint states in substance that Frank R. Smith and Louis F. Smith, brothers, owned as tenants in common a lot of ground at Arnold, being the same property conveyed to them by Charles L. Tate and wife, by deed dated January 30, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 126, folio 420; that the said Frank R. Smith, who died intestate in 19__, during his lifetime, by a certain written instrument dated February 2, 1919, and unrecorded until May 6, 1946, did sell, grant, release and quitclaim unto the said Louis F.Smith, all his equity in the aforementioned property; that said Louis F. Smith owned and possessed said property until his death in 1933; that by his Last Will and Testament he devised said property to the plaintiff; that because of the nature of said written instrument dated February 2, 1919, there is uncertainty as to its legal purport and effect; and it is necessary to have said written instrument construed by the Court to determine its nature and validity, and to remove a cloud on the title to said property; that the said Frank R. Smith, deceased, left surviving him

a brother, Louis F. Smith, who died testate in 1933, a brother, Joseph S. Smith, who died in 1923, leaving a daughter Doris Smith, residing in Emmitsburg, Maryland; a brother Harry A. Smith,who died in 1934, leaving the following children: Marie Smith, who married George Creighton, residing in Irvington, Baltimore, Md.. Charles Smith and Harry Smith, Jr., whose addresses are unknown; also two brothers, Charles J. Smith and Thomas Smith, who were unmarried, and died without issue; that the Court. under the provisions of Chapter 724 of the Acts of 1945, construe the legal purport and effect of the aforesaid written instrument, and enter a declaratory judgment or decree determining the rights and interest of all parties to this suit.

It is thereupon ordered by the Circuit Court for Anne Arundel County, in equity, this 6" day of July, 1946, that the plaintiff, by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County, once a weeek for four successive weeks before the 16" day of August, 1946,give notice to the defendants, Charles Smith and Harry Smith,Jr.,whose addresses are unknown, and to any and all other heirs, known and unknown, of the said Frank R. Smith,of the objects and substance of this bill of complaint, warning them to be and appear in this Court,in person or by solicitor, on or before the 31" day of August, 1946, to show cause, if any they may have, why a decree should be passed as prayed.

John H. Hopkins, 3rd, Clerk.

Filed July 6, 1946.

CERTIFICATE OF PUBLICATION

Annapolis, Md. September 13, 1946

We hereby certify, that the annexed Order of Publication Elizabeth De Chantal Smith vs Doris Smith, et al Equity #9065 was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of August, 1946. The first insertion being made the 11th day of July, 1946.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG. 5239 By M. Stone.

Filed September 13, 1946

ANSWER OF RESPONDENT - DORIS SMITH.

To the Honorable, the Judges of said Court:

Your Respondent, Doris Smith(Sister Mary Joseph Smith) on oath deposes and states:

1. That she is an adult citizen of the United States and is now resident at Emmitsburg, Frederick County, Maryland, as a member of the Religious Community known as the Daughters of Charity of St. Vincent de Paul (Incorporated for the Eastern Province of the United States as the Sisters of Charity of St. Joseph's); and that she was named as a defendant in these proceedings as the daughter and sole surviving heir of Joseph S. Smith, deceased.

2. Answering Paragraphs 1, 2, 3, 4, 5, 6 and 7, Your Respondent has no personal knowledge of the matters therein contained other than the allegations relating to the decease of her uncle, Frank R. Smith, in 1921, her father, Joseph S. Smith in 1923, and her uncle Louis F. Smith in 1933, all of which she admits to be true.

3. Answering Paragraphs 8 and 9, Your Respondent has no knowledge of the matters therein contained.

4. Further answering said Petition, Your Respondent disclaims any interest in the subject matter of this litigation, and states that as a student attending classes of the Summer Session of St. Joseph's College, Emmitsburg, it will be impossible for her to personally attend any hearings or other proceedings in connection with this Cause.

J.H.H. #63 Equity.

WHEREFORE, having fully answered the Petition of the Plaintiff filed herein, Your Respondent respectfully prays this Honorable Court as follows:

1. That she be excused from appearing further in these proceedings.

2. That the Court issue such further decrees herein as shall appear just and equitable in virtue of the pleadings.

Doris Smith (Sister Mary Joseph Smith)

SUBSCRIBED AND SWORN To before me thts 17-day of July,A.D. 1946.

(Notarial Seal) M. M.McCarthy. Notary Public

Filed July 19, 1946.

DECREE PRO CONFESSO

The defendants, Marie Creighton and George Creighton, having been duly summoned to appear to the bill of complaint, and having failed to appear, and the defendants, Charles Smith and Harry Smith, Jr., and all other heirs known and unknown, having been duly summoned by an order of publication, and the time within which said defendants were notified to appear having expired, and said defendants having failed to appear or file their answers tothe bill of complaint,

It is thereupon this 13th day of September, 1946, by the Circuit Court for Anne Arundel County adjudged, ordered and decreed that the bill of complaint be, and the same is hereby taken pro confesso against the aforesaid defendants.

And it is further adjudged, ordered and decreed that leave be granted to the plaintiff to take testimony of her witnesses before one of the standing examiners of this Court, and further to take her deposition before a Notary Public in Frederick, Maryland, to support the allegations of the Bill of Complaint.

James Clark, Judge.

Filed September 13, 1946.

Testimony on behalf of Plaintiff and Testimony under Rule before Notary Public

PRESENT:-

Mr. Benjamin Michaelson, Solicitor for Plaintiff.

Decree Pro Confesso and Answers filed.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESS:

William E. Cook,----------2-3

William E. Cook, a witness of lawful age, being first duly sworn, deposes and says: (Michaelson)

1. Please state your name,residence and occupation?

A. William E. Cook, 4625 Rosedale ave.,Bethesda, Md.; I am a retired merchant.

2. Did you formerly live at Arnold, Maryland, in Anne Arundel County?

A. Yes I did.

3. While you lived there did you know Mr. Frank R. Smith and Louis F. Smith?

A. Yes.

4. What occupation did they have at the time you knew them?

A. At the time I knew them Frank Smith was Clerk in the store there and then Mr. Louis Smith came afterwards.

5. Do you know who owned the property that they later purchased?

A. Yes, Charles L. Tate and Co.

6. You also know that this property later on in 1917 was purchased by Frank R. Smith and Louis F. Smith from Mr. and Mrs. Tate?

A. Yes.

7. I show you this deed and plat, can you identify it or them as the property belonging to Frank R. Smith and Louis F. Smith?

A. The property in that deed is the property they owned at the time they had the store there,yes.

8. I believe you lived not far from their store?

A. My home adjoined this property.

9. While Mr, Frank R. Smith and his brother Louis F. Smith were living at Arnold and running this store did you have occasion to witness any paper in the year 1919 at the request of one of them?

A. Yes I did witness a paper. Frank R. Smith was not feeling well at that time and he wanted his property changed over to his brother Louis, and I witnessed his signature to that paper.

10. I hand you a photostat copy of a paper writing which bears the signature of Frank R.Smith and shows that Charles J. Smith, William E. Cook and Louis F. Smith witnessed that paper, is that your signature?

A. Yes. Filed as Exam. Exh. 2

11. And what was your understanding at the time you witnessed that paper?

A. That Mr. Frank R. Smith was transferring his property to his brother, Louis F. Smith.

12. Do you recall that shortly after that Mr. Frank R.Smith died?

A. Yes, it was not very long after that.

13. Do you know of any other brothers or sisters he had?

A. I knew Elizabeth she was the only sister I know, they had a brother Joseph, brother Charles, and brother Louis, I think they all lived in Baltimore.

14. Frank was not married?

A. No, they were all single except Joseph; Louis, Charles and Frank were all single, I did not know Harry, I knew of him, I knew Tom he lived therefor a while after Frank died.

15. You can say to the Court it is your information, your opinion, when this paper was executed by Frank R. Smith that he was endeavoring to transfer this property to his brother Louis F.Smith?

------Plaintiff's Solicitor now offers the testimony of Elizabeth S. Smith and Exhibits filed with the Bill of Complaint, her testimony was taken before a Notary Public in Frederick,Maryland.

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

A. No.

William E. Cook

Deed offered and filed as Exam. Exh. 1 and Copy of Will as Exam. Exh 3

Statement by Mr. Benjamin Michaelson, Attorney for Plaintiffs.

I, Benjamin Michaelson, a member of the Bar for Anne Arundel County, examined the title to the property described in the deed from Charles L. Tate and Sadie A. Tate, his wife, to Frank R.Smith and Louis F. Smith dated January 30th, 1917 recorded among the Land Records for Anne Arundel County in Liber G.W. 126 folio 420? That at the time of the examination of the title to the property in 1946 the Land Records and Testamentary Records did not disclose how the interest of Frank R. Smith became vested in Louis F. Smith, but after some investigation and inquiry made by me of Elizabeth Smith a sister of Frank R. Smith and Louis F. Smith, she delivered to me a paper writing signed by Frank R. Smith dated February 2n_ 1919 which had not been recorded, but since

recorded in Liber JHH 357 folio 357 dated May 6th, 1946 as date of record, in the nature of a deed by which Frank R. Smith endeavored to grant unto his brother, Louis F. Smith, all of his right, title and interest in the property mentioned in the aforesaid deed.

That Louis F. Smith, brother of Frank R. Smith and brother of Elizabeth Smith, died intestate on January 23rd, 1933, and by his Last Will and Testament, copy of which is recorded in Liber GTC No. 1,Fol. 295 filed in these proceedings as Exhibit C with the Bill and now filed as Exhibit 3, devised the property in these proceedings to his sister, Elizabeth C. Smith.

The Court is requested to construe the paper writing signed by Frank R. Smith, in order that any defect in the title may be corrected by the proper Decree in the premises.

BENJAMIN MICHAELSON

TESTIMONY OF ELIZABETH DeCHANTAL SMITH

Elizabeth DeChantal Smith, a witness of lawful age, being duly sworn, deposes and says:

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

A. Elizabeth DeChantal Smith, Frederick, Maryland, I am unemployed.

2. Q. Where did you formerly live?

A. Pines on the Severn; that is near Arnold in Anne Arundel County, Md.

3. Q. When did you leave Anne Arundel County to live elsewhere?

A. In May, 1946. I had lived there for more than 15 years.

4. Q. During the time you lived in Anne Arundel County, did you own any property there?

A. Yes, I owned a lot of ground improved by a frame building used as a general store.

5. Q. From whom did you get this property?

A. It was willed to me by my brother, Louis F. Smith, who died in 1933.

6. Q. Whay is this paper which I am showing to you?

A. It is a certified copy of the Last Will and Testament of my brother,Louis F. Smith.

(Certified copy of will filed as a part of Plaintiff's testimony)

7. Q Who has owned this property since your brother's death?

A. I have. I have had the property as my own ever since his death. I had a place of business there for years, paid all the taxes and fire insurance on the property.

8. Q. Has anyone, as far as you know, ever claimed any interest in this property, or attempted to interfere with your possession and ownership of it?

A. Absolutely not. No one but me has owned it since Louis died.

9. Q. Before your brother, Louis, died who owned this property?

A. Well, my brother,Louis F. Smith and my brother, Frank R. Smith, owned the property together back in 1917. They got it from Mr. Charles L. Tate.

10. Q. What is this instrument that I am showing you?

A. It is a deed from Charles L. Tate and Sadie A. Tate, his wife, to Frank R. Smith and Louis F. Smith, dated January 30, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 126 ,folio 420, for the property which my brother, Louis, willed to me. (Deed filed as an exhibit in connection with plaintiff's testimony).

11. A. Do you know when your brother, Frank R. Smith, died?

A. Yes, he died in 1919, without leaving a will.

12. Q. Did he dispose of his interest in the jointly owned property before he died?

A. I didn't know what he did with his interest in the property until I had decided to sell it recently. The lawyer who examined the title to the property told me that he could not find any record of Frank's transferring his interest in the property to my brother Louis. When I learned this

I hunted through all of the papers I had, and I found a paper writing whichI gave to the lawyer, Mr. Benjamin Michaelson, Annapolis, Maryland. I read the paper and it stated that my brother,Frank R. Smith, sold, granted, released and quit claimed to my brother, Louis F. Smith, the property which Louis willed to me in 1933.

13. Q. Is this a copy of the paper which you found?

A. A Yes, that is a photostat copy of it, and I would like the Court to decide if it is a deed. (Photostat copy of paper filed as exhibit in connection with plaintiff's testimony.)

14. Q. Was either your brother,Frank or Louis, married during his lifetime?

A. No. They were both unmarried.

15. Q . Did you have any other relatives?

A. Yes, I had a brother, Joseph S? Smith, who died in 1923; he left a daughter, Doris Smith, who lives in Emmitsburg; she is a Sister of Charity of Saint Joseph's; I also had two brothers, Charles J. Smith and Thomas Smith, who were never married, and who died many years ago, without leaving any wills; there was also a brother, Harry A. Smith, who died in 1934, and he left three children, one was Marie Smith, who married George Creighton, and she lives in Baltimore, at Irvington; the other two children were Charles Smith and Harry Smith,Jr., I don't know where the two boys live, and haven't been able to learn of their addresses.

16. Q. Were there any other members of the Smith family, as far as you know?

A. Those are the only ones that I know about, and I don't think there are any other relatives living.

17. Q. Are you asking the Court to determine your rights, and the rightsof any other parties to this suit?

A. Yes. I feel that the property is mine, has always been mine since Louis died, and nobody else should have anything to do with it.

18. Q. You are requesting the Court to pass a decree construing the written instrument dated February 2, 1919, and determining your rights and interest in the property?

A. Yes, so that I will know what my rights are.

Elizabeth DeC. her X mark Smith, Plaintiff.

STATE OF MARYLAND, FREDERICK COUNT, TO WIT:

I HEREBY CERTIFY, that on this 15th day of October, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Elizabeth DeChantal Smith, and she did make answers to the questions set forth in the foregoing deposition and said answers were duly transcribed by me the same day.

WITNESS my hand and Notarial Seal.

I. Mary Staley, , Notary Public.

(Notarial Seal)

There being no other witnessed to be examined, and no further time being desired, the within testimony is herewith closed,and returned to the Court, this 25th day of November,1946.

Jno. S. Strahorn, (Seal)

Examiner

Filed November 26, 1946.

D E C R E E

This cause having been submitted for a decree, the proceedings have been read and fully considered by the Court.

It is thereupon this 23" day of December, 1946, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed that the paper writing or written instrument dated February 2, 1919, a photostat copy of which is filed in these proceedings as Plaintiff's "Exhibit B", is construed to be a deed, conveying the fee simple title of the property, therein mentioned, unto the grantee, Louis F. Smith.

And it is hereby further adjudged, ordered and decreed that the plaintiff, Elizabeth DeChantal Smith, be, and she is hereby declared to be the sole owner of the fee simple title to the property mentioned in these proceedings, and the heirs, known and unknown, of the decedent, Frank R. Smith, are hereby declared to have no legal or equitable interest in said property, and they are hereby forever barred from having any right, title and interest in the aforegoing property.

And it is hereby further adjudged, ordered and decreed that the plaintiff pay the costs of these proceedings.

WILLIAM J. McWILLIAMS, Judge.

Filed December 23, 1946.

WILLIAM T. KELLY and	:	
ANNA KELLY, his wife,	:	No. 9069 EQUTY
Plaintiffs.	:	IN THE
vs	:	CIRCUIT COURT FOR
JAMES A. MOREE and	:	ANNE ARUNDEL COUNTY.
FLORENCE MOREE, his wife.	:	
Defendants.	:	

BILL FOR SPECIFIC PERFORMANCE

TO THE HONORABLE, THE JUDGE OF THE SAID COURT:

The Bill of Complaint of William T. Kelly and Anna Kelly, his wife, by John J. Neubauer, John S. Strahorn and John S. Strahorn, Jr.,their solicitors, respecffully shows:

1. That the Defendants, James A. Moree and Florence Moree, his wife, on or about the 30th day of April, 1946, were seized and possessed as tenants by the entireties, in fee simple, of a valuable property at Riviera Beach, in the Third Election District of Anne Arundel County, Maryland, conveyed to them by Deed of The Riviera Beach Development Company, Inc., dated the 11th day of May, 1940, and duly recorded on the 14th day of May, 1940, among the Land Records in said County in Liber J.H.H. No. 216, folio 426; the original of which Deed is filed herewith as a part of this Bill of Complaint in the same manner as if herein set out in full,and marked "Complainant's Exhibit No. 1".

2. That on or about the 30th day of April, 1946 and immediately prior thereto both of said Defendants actively participated in negotiations and inducements for your said Complainants to purchase said property.

3. That on or about the 30th day of April, 1946, your Complainants agreed to purchase and the said Defendants agreed to sell and convey to your Complainants said property, in fee simple, for an agreed consideration of Ten Thousand Dollars, of which amount the sum of Two Hundred Dollars was then and there paid by your Complainants to the said Defendants.

4. That throughout the said negotiations for the sale of said property the said Defendant, Florence Moree, by her conduct, acquiescence and ratification appointed and constit ted the said

Defendant, James A. Moree, as her Agent to sign all necessary memoranda of their said Contract to sell said property and convey the same to your Complainants.

5. That on the said 30th day of April,1946, in the presence of the said Defendants,Florence Moree and intending to act both for himself and as Agent for the said Defendant,Florence Moree, the said Defendant, James A. Moree, signed and delivered to your Complainants and in the presence of both of your Complainants the following described memorandum, to wit:

" April 30, 1946.

REEIVED of Mr. Wm. T. Kelly & wife and

Two Hundred Dollars

As deposit on house at Riviera Beach, Bal. to be paid

About June 30-46

(Signed) J. A. Moree "

The original of which said memorandum is filed herewith as a part hereof, marked "Complainants' Exhibit No. 2."

6. That later on the same day to wit: April 30, 1946, and still intending to act both for himself and as Agent for the said Defendant, Florence Moree, the said Defendant,James A. Moree, signed and delivered to your Complainants the following described additional memorandum, to wit:

" Riviera Beach

April 30, 1946

RECEIVED of Mr. Wm. T. Kelly and wife, Anna. The sum of

($200) Two Hundred Dollars as deposit on House & Ground (in fee)

at Riviera Beach A.A. Co. known as Lots 31-32 Block Z Z

Fronting on Stoney Creek.

Balance $9,800. to be paid in 30 to 60 days.

(Signed) James A. Moree "

The original of which said memorandum is filed herewith as a part hereof,marked "Complainant's Exh. #3."

7. That later, and in furtherance of the completion of the said Contract to sell and convey the aforesaid property, the said Defendants handed over to the Complainants, as indicium of their title to said property, the original Deed heretofore referred to wherein title of said property became vested in the Defendants; being the Deed referred to in Paragraph 1 of the Bill of Complaint; and your Complainants relying upon the evidence of title as shown in the Defendants' Deed expended considerable sum s of money for the examination of the title of said property, the securing of a purchase money mortgage and for other purposes connected therewith.

8. That your Complainants within the time limited to make settlement with the Defendants for the purchase of the property and payment of the purchase price performed all of the requirements on their part to be done and performed and made demand upon the Defendants for the execution and delivery by said Defendants to your Complainants of a Deed conveying the said property to your Complainants and your Complainants offered to pay the purchase price in the amount required to be paid as shown in the agreement of sale of the Defendants but that said Defendants without just cause or reason therefor have refused to execute and deliver unto your Complainants a Deed conveying the said property and said Defendants have refused to accept from your Complainants payment of the balance of the purchase price as provided in said Agreement of Sale.

9. That your Complainants have been and are now ready, able and willing to do and perform

all things required under the said Agreement of Sale upon the execution and delivery to said Complainants of a Deed conveying fee simple property as described in said Agreement of Sale.

TO THE END, THEREFORE.

1. That the said Agreement of Sale may be specifically enforced, and that the said James A. Moree and Florence Moree, his wife, Defendants may be decreed to convey to your Complainants the aforementioned fee simple property upon payment to said Defendants of the unpaid balance of the purchase price now due and owing to said Defendants by your Complainants.

2. That your Complainants may have such other and further relief in the premises as their cause and equity may require.

MAY IT PLEASE YOUR HONOR, to grant unto your Complainants the writ of subpoena, directed to the said Defendants, James A. Moree and Florence Moree, his wife, who reside at Riviera Beach, Anne Arundel County, Maryland, commanding them to be and appear in this Court, either in person or by solicitor, on or before a certain day to be named therein, and show cause, if any they may have, why a decree should not be passed herein as prayed.

AND they will ever pray, etc.

John J. Neubauer

Jno. S. Strahorn

John S. Strahorn , Jr.,

Solicitors for Complainants.

STATE OF MARYLAND, BALTIMORE CITY, SCT.

I HEREBY CERTIFY, that on this 12th day of July, 1946, before me, the subscriber, a Notary Public of the said State and City, personally appeared the within named Complainants, William T. Kelly and Anna Kelly, his wife, and each made oath in due form of law that the matters and facts set out and alleged in the within Bill of Complaint are true as therein stated, to the best of their knowledge, information and belief.

WITNESS MY HAND AND NOTARIAL SEAL.

(Notarial Seal) John J. Neubauer, Notary Public.

FILED July 13, 1946.

Plaintiff's Exhibit No.1 Exh. A.

DEED

(INT. REV.STAMPS $1.50- MD. STATE STAMPS $1.50)

THIS DEED made this eleventh day of May, in the year nineteen hundred and forty, by The Riviera Beach Development Company, a body corporate of the State of Maryland.

WITNESSETH, that in consideration of Five Dollars and other valuable considerations, the said The Riviera Beach Development Company, does hereby grant and convey subject to certain restrictions herein unto JAMES A. MOREE and FLORENCE MOREE, his wife, as tenants by the entireties, Baltimore Maryland, in fee simple, all those lots or parcels of ground in the Third Election District of Anne Arundel County, Maryland, laid out and designated as Lots Nos. THIRTY-ONE (31) THIRTY-TWO (32) in Section"ZZ", of Riviera Beach with a total frontage of about Fifty-one 4/100 (51.04) feet on Riviera Walk, as shown on a plat of Riviera Beach, filed among the Plat Records of Anne Arundel County in Plat Book WNW #2, folio 62, these lots being apart of a large tract of about two hundred and eight acres, conveyed to Howard M. Pumphrey by deed dated March 1st,1923, and recorded in Liber W.N.W. No. 61, folio 40, and conveyed by the said Howard M. Pumphrey to the said The Riviera Beach Development Company by deed dated May 10, 1933, and recorded in Liber F.S.R. No. 111, folio 197.

TOGETHER with the improvements thereon and the rights, and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto the said James A. Moree and Florence Moree, his wife, as tenants by the entireties, in fee simple, subject to the following restrictions, which shall be binding until the year nineteen hundred and forty.

1st. -Neither the said land,nor any part thereof, nor any building nor structure that may be erected thereon, shall be sold, conveyed, leased, rented or otherwise disposed of to any other then white persons as the owners or tenants thereof.

2nd- Nor shall the said lots or any part thereof, or any building erected thereon at any time hereafter, be used or occupied as a bone boiling establishment, tannery, slaughter house, glue, soap, candle, starch or gunpowder manufactury, or for other offensive or dangerous purposes; nor for the keeping of pigs; nor for the use of burial or cemetery purposes. Chickens may be kept if confined to owner's lot.

3rd- That no house except outbuildings shall be erected to cost less than one thousand dollars.

4th- That no stores,booths, bathhouses or other business places or places of amusement or places for public use shall be established unless with the assent of the Company in writing.

5th- That no sale will be made of less than two lots and that not more than one dwelling shall be erected on each fifty feet of frontage, and that no house or porch shall be built nearer than twenty feet to the street line, or nearer than ten feet to any other line, unless this provision be waived by the Company.

6th- That the layout of the lots as shown on the plat of Riviera Beach shall be adhered to, and no scheme of facing lots or houses in any other direction shall be permitted.

7th- That the Company does not dedicate to public use but reserves unto itself the fee in all streets and alleys of said property, to use the same for railroad, gas, water and sewer pipes, electric light, telephone and telegraph poles and wires, and for such other reasonable uses as the said Company may see fit, or to close same absolutely, except for the uses of the abutting owners thereon.

8th- That no barn, stable or outbuilding shall be erected nearer to the main road or avenue on which the lot fronts than fifty feet; or nearer to any other road or avenue than ten feet.

9th-That no privy or sewer for drainage or other purposes shall be installed on the property except it be either:

(a) of a chemical type approved by the State Board of Health, or

(b) where a household is equipped with a water system, the drainage from such shall be made to pass through a properly built septic tank of a type approved by the State Board of Health.

10th- That toilet and bath house shall be built in either the main dwelling or garage, and no garage or outbuilding or tents shall be later converted into a dwelling nor erected prior to building the main dwelling, unless this provision be waived by the Company.

11th-That no wooden or other solid fences shall be erected except thatthis provision be waived by the Company.

AND the said The Riviera Beach Development Company does hereby covenant that it will warrant specially the property hereby conveyed, and that it will execute such other and further assurances of said land as may be requisite.

AS WITNESS the corporate seal of The Riviera Beach Development Company duly attested and the hand of its President, the day and year first above written.

THE RIVIERA BEACH DEVELOPMENT COMPANY ,

Attest: By Thomas W. Pumphrey, Jr., President.

Howard M. Pumphrey, Secretary-Treasurer. (Corporate Seal)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I Hereby certify that on this eleventh day of May, in the year nineteen hundred and forty. day of/before me, the Subscriber, a Notary Public in and for said City and State, personally appeared Thomas W . Pumphrey, President of The Riviera Beach Development Company, and acknowledged the foregoing to be the act and deed of said Company.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Adam J. Geyer, Notary Public

Received for record May 14, 1940 at 12 M, in.Liber J.H.H. No. 216, folio 426.

Filed July 13, 1946.

PLAINTIFF'S EXHIBIT NO 2: EXH. B.

April 30, 1946

Received of Mr. Wm. T. Kelly &and wife as Deposit on House at Riviera Beach $200.

Bal. to be paid about June 30-46. J.A.Moree

Filed July 13, 1946

PLAINTIFF'S EXHIBIT No. 3. Exh. C .

Riviera Beach April 30, 1946

Received of Mr. Wm. T. Kelly and wife Anna. The sum of ($200) Two Hundred Dollars as de-deposit on House & Ground (in fee) at Riviera Beach, A. A. Co. known as Lots 31-32 Block Z.Z. Fronting on stoney creek. Balance $9,800 to be paid in 30 to 60 Days.

James A. Moree

Filed July 13, 1946.

ANSWER TO BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of James A. Moree and Florence Moree, his wife, by their Attorney, Wilbur R. Dulin, to the Bill of complaint in the above-entitled case respectfully says:

1. That your Defendants admit the matters and facts set forth in Paragraph 1 of said Bill of Complaint;

2. That your Defendants deny the matters and facts set forth in Paragraph 2 of said Bill of Complaint; and in further answer to said Paragraph 2, says:

A. That Florence Moree, wife of James A. Moree, never participated in any manner whatever in the negotiations for the complainants to purchase the said property mentioned in said Paragraph 2 of said Bill of Complaint;

3. That your Defendants deny the matters and facts set forth in Paragraph 3 of said Bill of Complaint; and in further answer to said Paragraph 3, says:

A. That the Defendant, Florence Moree, never agreed to convey the said propetty, nor did she authorize her husband, James A. Moree, to accept any money for her;

4. That your Defendants deny the matters and facts set forth in Paragraph 4 of said Bill of Complaint; and in further answer to said Paragraph 4, says:

A. That the conduct of the Defendant, Florence Moree, was never such that it could be consrtued as acquiescence or ratification of her husbands acts as her agent in the signing of the said contract of sale;

5. That your Defendant, Florence Moree, denies the matters and facts set forth in

Paragraph 5 of said Bill of Complaint; and says

A. That she was never present when James A. Moree, her husband signed any receipt or contract for the sale of said property;

6. That your Defendants deny the matters and facts set forth in Paragraph 6 of said Bill of Complaint, in that Florence Moree never authorized the appointment of or acquiesced in any manner whatsoever as to the delivery by her husband, James A. Moree, of a receipt ,or acting as her agent in the sale of any property for her whatsoever;

7. That your Defendant, Florence Moree, denies any knowledge of any Deed being handed over to the Complainants in this cause as alleged in Paragraph 7 of said Bill o f Complaint;

8. That your Defendants admit the matters and facts set forth in Paragraph 8 of said Bill of Complaint to the extent of refusing to sign a Deed delivered by the Complainants; but in further answer to said Paragraph 8 of said Bill of Complaint, says

A. That your Defendant, Florence Moree, is not a party to, nor did she ever consent, by contract or otherwise, to the signing of the said contract of sale to the property, nor is she bound by said contract as the property is held as tenants by the entireties by her and her husband;

9. That your Defendants neither admit nor deny the matters and facts set forth in Paragraph 9 of said Bill of Complaint.

TO THE END, THEREFORE:

A. That your Defendants having fully answered the said Bill of Complaint filed against them pray that this case be dismissed with costs; and

B. For such other and further relief as your Defendants case may require.

And as in duty bound, etc.

Wilbur R. Dulin, Attorney for Defendants.

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY that on this 27th day of July,1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared the above-named Wilbur R. Dulin, Attorney for the Defendants, James A. Moree and Florence Moree, his wife, in the above entitled case, and made oath in due form of law that the matters and facts set forth in the aforegoing answer to the said Bill of Complaint are true and correct to the best of his knowledge and belief and as he has been advised.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Annie L. Bates, Notary Public.

Filed July 30, 1946.

OPINION AND DECREE

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY

The Plaintiffs seek a decree specifically enforcing a contract for the sale of certain property situated and lying at Riviera Beach, this County, owned by the Defendants as tenants by the entireties. The only defense is that Mrs. Moree was not bound, and never became bound, by the contract which, it is conceded, Mr. Moree entered into. We must,accordingly, examine the testimony and see how the matter stands.

Mr. and Mrs. Moree, acquired the property in question from the Riviera Beach Development Company by deed dated May 11, 1940, and subsequently erected a dwelling thereon. They lived therein most of the time, but had spent one, and possibly more, winters in Florida. Mrs. Moree's mother lived with them. A short while prior to April 28, 1946, Mr. and Mrs. Moree,or at least Mr.Moree

decided that theybwould sell this property. Mr. Moree made some inquiries as to what they might possibly expect to get. While some smaller figures were at first discussed,they finally settled on $10,000. Mr. Moree then told Mr. Ernest L. Zittle, who, likewise, lived at Riviera Beach,that the property was for sale at the last named figure, and asked him if he knew of anyone wishing to buy. Mr. Zittle was not interested on his own account, but advised a Mr. McWilliams that the property was for sale. Mr. McWilliams went to look at the property and offered $8500.00, but Mr. Moree held out for $10,000.00, and nothing came of that. Mr. Zittle then talked to a Mr. Healy about the property, but the price was too high for him, and nothing came of that. He next told Mr. Kelly, the plaintiff, about the property; and on Sunday, April 28, 1946, Mr. Kelly, with his son and daughter, went to look at the property. He testified that both Mr. and Mrs. Moree showed them through the house. At the conclusion of his inspection, Mr. Kelly told Mr. and Mrs. Moree: "I think you have made a deal, but I want to show it to my wife, and will come down on Tuesday and bring her, and also a substantial deposit". Mr. Moree's answer to thatwas :"First come, first served".

In any event Mr. Kelly did take Mrs. Kelly down on the following Tuesday and Mr. and Mrs. Moree showed them through the house. According to the testimony of the plaintiffs, $10,000 was named as the price by Mr. Moree in Mrs. Moree's presence, and Mrs. Moree not only called Mrs. Kelly's attention to her Chamberlain gas range, but showed her how to operate it; called Mrs. Kelly's attention to the blinds and told her that they would go with the house; and particularly called her attention to a couple of closets. At the conclusion of the second examination, Mr. Kelly stated that he and Mrs. Kelly would take the property and actually paid Mr. Moree $200, on account of the purchase money, and took a receipt therefor, in these words:

April 30, 1946

"Received of Mr. Wm.T. Kelly and wife, Anna, two hundred dollars as deposit on house at Riviera Beach. $200.00 Bal. to be paid about June 30, 1946".

(Signed) J. A. Moree

According to the testimony on behalf of the plaintiffs, this money was paid and this receipt was given in Mrs. Moree's presence, Mr. Moree saying,"We are all here and old enough to know what we are doing". A couple of days later, Mr. Kelly got the idea that this receipt was not as full as it might be, and telephoned, or had his daughter telephone, Mr. Moree and ask for a receipt setting up more of the details of the transaction. He then sent his son and daughter down to get this second receipt and Mr. Moree signed and delivered to them a receipt in the words and figures following, that is to say:

Riviera Beach

April 30, 1946.

"Received of Mr. Wm. T. Kelly and wife, Anna, the sum of ($200) two hundred dollars as deposit on house and ground (in fee) at Riviera Beach,A.A.Co.,known as lots 31-32 Block Z.Z. fronting on Stoney Creek. Balance $9890 to be paid in30 to 60 days."

(signed) James A.Moree

Mrs. Gosnell, the daughter of the Plaintiffs, who got this receipt, testified that Mrs.Moree was not present when it was given, but that Mr. Moree told her that he had thought of not giving her this second receipt, but that Mrs. Moree had said:"Go ahead and let them have it."

Mr. Kelly then went to the Provident Savings Bank in Baltimore, and arranged for a loan on the property, had the title examined, and then called Mr. Moree on the telephone and told him he and Mrs. Kelly were ready to close; but Mr. Moree said that he was not ready; that he and Mrs. Moree had found

that they could not get out in the two weeks agreed upon, and asked for additional time to find a place to move to, and Mr. Kelly offered them some additional time. Mr. Moree, then, according to Mr. Kelly, told Mr. Kelly that Mrs. Moree was ill and that they had decided that they did not want to leave at all.

On the Sunday following this conversation, Mr. Kelly went down to see Mr. and Mrs. Moree, and they thereupon pleaded with him "to call the deal off", and Mr. Moree took him around Riviera Beach and showed hi. some other properties which he said were for sale. Mr. Kelly, however, refused to call the deal off and on July 13, 1946, brought this suit.

There is, as I see it, no part performance or anything like that, to take this case out of the inhibitations of the Statute of Frauds. It is elementary to a Maryland lawyer that property owned by a husband and wife as tenants by the entireties can only be charged by their joint contracts, and can only be subjected to their joint obligations. It is also true thata husband, as husband, does not have the right to bind the wife's property, or her interest in property held by them as tenants by the entireties by his contracts. It,accordingly, follows that if I am to decree specific performance in this case, it must be because I find that Mrs. Moree was a party to the sale to Mr. and Mrs.Kelly and authorized Mr. Moree to bind her in signing the memorandum, or that she ratified his action, or is estopped from denying his agency. While, as heretofore intimated, there must be an authorization on Mrs. Moree's part, this authorization may be express or it may be implied from circumstances. There is no proof that Mrs. Moree expressly authorized Mr. Moree to act as her agent, so we must examine the record and see if an implied consent can be found. It must be borne in mind that we are not dealing with a situation where the alleged agent is a real estate broker or a stranger, but with a situation where the alleged agent is a tenant by the entirety so that "less evidence might be sufficient under such circumstances to establish the agency." than would be required if another situation prevailed. (Kaminski vs Wladerek, 149 Maryland 548, 561)

That Mrs. Moree was, on Sunday, April 28, 1946, and prior thereto, perfectly willing to sell the property for $10,000 seems certain. She not only helped her husband in showing the property to Mr. Kelly, and his son and daughter, but she also helped him in showing it to Mr. McWilliams and to Mr. Healy. Whoever heard of a woman who did not want to sell the house shewas living in, permitting people she had never seen before and who were utter strangers to her, to come in and examine the same from top to bottom? The question answers itself. And when you add to that the fact that Mrs. Moree particularly pointed out to these people her gas range and explained to them how to operate it, pointed out to them her blinds and explained to them that they would go with the property and particularly called their attention to the linen closets, that she wanted to sell the property is beyond peradventure.

That Mrs. Moree did know all about the proposed sale to Mr. and Mrs. Kelly is made doubly certain by Mr. Dandy's testimony. He testified that, although he did not know the date, he was at Riviera Beach one Sunday, last spring, that Mr. Healy had told him about a house being for sale, that he met Mr. Moree coming up from the beach, and asked him if he was the man who had the house for sale; that Mr. Moree invited him and his wife in; that they were standing in the dining room, and "Mrs. Moree was speaking about Florida and she said they were selling their home due to the fact that they loved Florida and wanted to go back down there and live," that they (meaning Mr and Mrs. Moree) said that Mr. Kelly wanted the place, but had not put put up a deposit; that $10,000 was the price named by Mr. Moree, and that Mrs. Moree was present during the whole conversation. And that she was still in the same frame of mind when Mr. Kelly took Mrs. Kelly down the following

Tuesday, April 30th, seems equally clear. She not only showed the house to Mrs. Kelly as heretofore stated, but in response to Mrs. Kelly's question,"If we take the house, how long will it be before we can move in?" answered, "in about two weeks."

Mrs. Moree, on the other hand, declared that she had never offered the property for sale, that she did not see the $200 paid and knew nothing about any receipt, and that she just followed along and took no part in showing the property to either of the Kellys. As heretofore intimated, I cannot accept this as the correct version. Not only is the preponderance of the evidence the other way, but the probabilities are the other way. Mrs. Moree appeared to me to be a rather determined woman and I am of the opinion that had she not wanted to sell the property,she would have said so in so many words. According to her own testimony, when Mrs. Kelly asked her about selling the refrigerator and some rugs, she promptly told her that she did not want to sell the same. Mrs. Moree is slightly deaf and claims she did not hear some of the things said, but most of the testimony about her deafness came from Mr. Moree; and, when she was on the witness stand, she did not appear to have any trouble hearing and understanding the questions propounded to her and answering the same. I do not think her deafness prevented her from hearing and taking part in the conversations ascribed to her by the several witnesses. For instance, take Mr. Dandy's testimony which I have already referred to, He, as far as I know, is entirely disinterested; and I was impressed by his fairness. I do not think he dreamed the things he testified to; I think they happened.

I am not unmindful of the line of cases of which Abrams vs. Echenrode, 136 Maryland 244; Milburn vs Michel, 137 Maryland 415; and Weininger vs Weininger, 140 Maryland 227, are familiar examples, wherein the court declined to hold the wife bound by the contracts sought to be enforced; but in those cases the wife had not participated in the negotiations leading up to the making of the contracts and the court found, as a matter of fact, that the wife was not a party thereto. This case is different. Here, Mrs. Moree did participate, and actively participate, and I believe that she was actually present when the $200 was paid and receipt therefor given. She admits she was present when Mr. and Mrs. Kelly were there; she admits she talked to Mrs. Kelly; she knew why they were there; she was vitally interested in what was going on; she knew that an agreement had been reached; and it would have been unnatural for her to have walked out of the room just before the money was paid and the receipt given; and I do not believe she did. I consider this a case more like Boehm vs Boehm, 182 Maryland 254, where the court held that Mrs. Boehm, Jr.,"did know of the agreement and the details thereof, and acquiesced therein."

There is, of course, a difference between authorizing an agent "to sell" and authorizing him to enter into a contract of sale. The line of cases of which Brown vs Hogan, 138 Maryland 257; Clark vs Bank, 136 Maryland 263; and Karupkat vs Zoph, 140 Maryland 242, are familiar examples, illustrate this point. The agents in those cases, however, were lawyers or real estate brokers and, as Judge Digges pointed out in Kaminiski vs Wladerek, supra, there is a difference when the agent is the other spouse in a holding by the entireties and not a third person. The difference between authorizing an agent "to sell", and authorizing him to contract for the sale of a particular property, are well pointed out by section 53 and 55 of the Restatement of the Law of Agency. When the agent is simply authorized "to sell", he is ordinarily not authorized to bind the principal by entering into a contract of sale, although, depending on the circumstances, the contrary may be true; and this seems to be the law of Maryland. I think the situation before us goes a little further than Mrs. Moree simply authorizing Mr. Moree "to sell"

the property. She actually participated in the sale. If she did not actually see Mr. Kelly pay the $200, and Mr. Moree give him the receipt therefor, she certainly knew that that was contemplated. If we disregard all the testimony of the Kellys, we still have that of Mr. Dandy, that Mrs. Moree, on the very first day Mr. Kelly was first there, told him that they (meaning she and her husband) were selling the house and going to Florida. Mrs. Moree certainly knew that property is ordinarily not sold without some money being paid on account of the purchase price thereof,and without a valid receipt being given therefor, or a valid contract being entered into; and when she knew the property was being sold and stood by and permitted her husband to accept a deposit and give a receipt therefor, she must, I think, be considered as having, at least, impliedly authorized Mr. Moree to attend to those details. If that is so, then she must be considered as not only authorizing her husband "to sell the property, but authorizinf gim to contract for the sale thereof and that places her squarely within the provisions of said section 55 of the Restatement of the Law of Agency which I quote:

"Unless othrwise agreed, authority to contract for a purchase or sale includes authority to enter into negotiations for and to complete the purchase or sale, including therein usual or other appropriate terms, and, if a writing is required or is usual, to execute such writing."

It is true that Mr. Moree did not give a receipt in Mrs. Moree's name, but if he was authorized to contract on her behalf, that does not seem necessary. Kaminski vs Wladerek, supra. And while Mrs. Moree was not present when the second receipt was given,if she is to be held as authorizing the first, she must be held as authorizing the second. In any event Mrs. Gosnell testified that when the second receipt was given, Mr. Moree told her that he had thought of not giving the same, but Mrs. Moree had said, "Go ahead and let them have it." This receipt was arranged for over the telephone, so Mr. and Mrs. Moree certainly had plenty of time to talk it over before Mrs. Gosnell got there. It is true that Mr. Moree, in his testimony, stated that Mrs. Moree protested against the giving of the second receipt. The answer to that, however, is that <u>he gave it;</u> and I do not tink he would have done that if Mrs. Moree had protested.

But if I am wrong in the foregoing, then there are still the doctrines of Ratification and Estoppel to fall back on. I will first discuss ratification. Mr. Moree testified that after the Kellys left on Tuesday, the 30th of April, he told Mrs. Moree "I have sold your house," and that Mrs. Moree thereupon became hysterical and threatened to leave. This, according to him, was the first Mrs. Moree knew about it. If that is so, then it is a little difficult to understand how she,on the previous Sunday, could have told Mr. Dandy all about the prospective sale;and I think she did. But, be that as it may, she certainly learned on Tuesday afternoon that Mr . Moree had sold the property. Now, do we find her repudiating his action? Absolutely not. On the contrary, on the following Sunday, according to Mr. Moree, she joined with him in pleading with Mr. Kelly "to call the deal off". If she had not considered that a deal had been made and that she was bound thereby , why should she have asked Mr. Kelly "to call the deal off"" It will be noticed that this is is Mr. Moree's testimony. True, Mr. Moree tried to escape the force thereof by saying that Mrs. Moree,at that time, was under the impression that shehad to go through with anything her husband did; but that is Mr. Moree's testimony, not Mrs. Moree's. If she thought that, why did she not say so? Certainly Mr. Moree did not have the right to speak for her. There may have been a time, far back in the history of civilation, when a husband had the right to say what his wife knew or did not know, but that day is gove forever. Today, a husband not only does not havethe right to say what his wife known or does not know, but he is lucky if she does not tell him what he knows or does not know. In any event, Mrs. Moree did not have the right to think anything like that and if she did

it would not excuse her. While equity will sometimes relieve one of a mistake of fact, it will, ordinarily, not relieve one of a mistake of law. (Carpenter vs Jones, 44 Maryland,625.) If the matter was something complicated, something about which the minds of reasonable men might differ, we might have a different situation. But, in this day, what woman of even fair intelligence does not know that her husband cannot deal with her property without her consent? And I think that Mrs. Moree must be considered as a lady of even more than fair intelligence. If she consented, or even acquiesced, she is bound. If she learned of his dealing with her property without her consent or acquiescence, she was required to repudiate his action, and do that promptly, or she will be held to to have ratified his action. (Auto Outing Company vs McFrederick, 146 Maryland 106, 113; Hartlove vs Fait, 89 Maryland 254,258; Swindell vs Gilbert, 100 Maryland 399, 402; Kvedera vs Mondravitzky, 145 Maryland 260).

Under the jurisprudence of today:

"Equitable estoppel is the effect of the voluntary conduct of a party whereby he is absolutely precluded, both at law and in equity, from asserting rights which might perhaps have otherwise existed, either of property, of contract, or of remedy as against another person, who has in good faith relied upon such conduct, and has been led thereby to change his position for the worse, and who on his part acquires some corresponding right, either of property, of contract or of remedy," (Pomeroy's Equity Jurisprodence, 5th edition, section 804)

And in the next section, that learned writer, under the title,"Elements and Requisites," says:

1. "There must be conduct--acts, language , or silence--amounting to a representation or a concealment of material facts.

2. These facts must be known to the party estopped at the time of his said conduct, or at least the circumstances must be such that knowledge of them is necessarily imputed to him.

3. The truth concerning these facts must be unknown to the other party claiming the benefit of the estoppel, at the time when such conduct was done, and at the time when it was acted upon by him.

4. The conduct must be done with the intention, or at least with the expectation, that it will be acted upon by the other party, or under such circumstances that it is both natural and probable that it will be so acted upon. There are several familiar species in which it is simply impossible to ascribe any intention or even expectation to the party estopped that his conduct will be acted upon by the one who afterwards claims the benefit of the estoppel.

5. The conduct must be relied upon by the other party, and thus relying, he must be led to act upon it.

6. He must in fact act upon it in such a manner as to change his position for the worse; in other words, he must so act that he would suffer a loss if he were compelled to surrender or forego or alter what he has done by reason of the first party being permitted to repudiate his conduct and to assert rights inconsistent with it."

These principles have been substantially adopted in Maryland. (Pearre vs Grossnickle, 139 Maryland 1; Rodgers vs John, 131 Maryland 455; Goldman vs Brinton, 90 Maryland 259.) It seems to me that the facts of this case bring it squarely within these principles. If, as she says, Mrs. Moree did not intend to sell nor permit Mr. Moree, as her agent, to do so, that was a material fact; and she could have stopped all negotiations by simply saying so. Instead of doing that, she actively participated in showing the house to Mr. and Mrs. Kelly and discussed with them various details of the transaction, and she must now be held as thereby having misrepresented her real intentions to them. If she had the intention of not selling the property or of not permitting Mr. Moree to

act as her agent in so doing, she knew the truth thereof and Mr. and Mrs. Kelly did not know the truth. As heretofore suggested, she must have known that real estate transactions are usually concluded by the paying down of a deposit and the signing of a valid memorandum evidencing the sale. Whether she actually saw the money paid and receipt actually signed does not matter. She participated in all the negotiations up to that point, and, I think, must be charged with the knowledge that the money was being paid and the receipt given. She knew, she had to know, that Mr. and Mrs. Kelly thought they were buying; she knew, she had to know, that Mr. Moree thought he was selling. Her conduct, accordingly, under the circumstances, must be held to be such that it was both natural and probable that Mr. and Mrs. Kelly would act upon it, that is to say: would consider Mr. Moree as her agent in closing the transaction which she had already agreed to. Her conduct was relied on by Mr. and Mrs. Kelly, and, relying thereon, they were led to act upon it. They did act upon it and changed their position for the worse by entering into the contract, paying the deposit, arranging for a loan on the property, incurring the expense of a title examination, and so forth.

This is, I think, not a simple case of estoppel by silence; Mrs. Moree's conduct went further than that. She was not only silent about her now declared intentions not to sell and not to permit Mr. Moree as her agent doing so, but, by her active participation in the negotiations leading up to the sale, must have created in the minds of Mr. and Mrs. Kelly the definite and affirmative idea that she, in truth, was not only willing to sell, but desired and was anxious so to do. She must, accordingly, now be held estopped to deny Mr. Moree's agency.

Mrs. Moree knew all the time that she had an interest in that property. She and Mr. Moree had owned it for six years and thereis not one word from her indicating that she did not know how the title stood; and if she knew that she had an interest, she must have known that her consent was necessary for a sale, and, knowing that, she can not be permitted ,after having actively participated in making the sale, to say that she had a secret intention,all the time, not to go through with it.

There is, as I see it, nothing in this conclusion, inconsistent with the conclusion reached by Judge Thomas, in Milburn vs Michel, Supra. There, Mrs. Milburn,"did nothing to induce,encourage or promote the sale, or to mislead the appellee;" here, Mrs. Moree did much to promote and encourage the sale and to mislead the plainfiffs. There, Mr. Milburn disclaimed any intention of acting as Mrs. Milburn's agent; here, Mr. Moree must be considered as having intended to so act, or of having perpetrated a fraud by selling something he knew he could not deliver. There, neither Mr. and Mrs. Milburn knew that the property belong to them as tenants by the entireties; here, both Mr. and Mrs. Moree knew how the title stood. There, Judge Thomas was dealing with silence alone and, the good lawyer he was, was careful to so state; here, we have active and affirmative participation. There, Judge Thomas was dealing with an estoppel to deny title; here, we are dealing with estoppel to deny agency.

The fact that the instant case presents an estoppel to deny agency and not an estoppel to deny title, completely answers the argument that Mr. and Mrs. Kelly had constructive notice,from the records, that Mr. and Mrs. Morse owned the property as tenants by the entireties. But, in any event, the doctrine of constructive notice only applies to an estoppel by silence. As Pomeroy states at section 810a:

"It must be strictly confined to cases where the conduct creating the alleged estoppel is mere silence. If the real owner resorts to any affirmative acts or words, or makes any representation, it would be in the highest degree inequitable to permit him to say that the other party, who had relied upon his conduct and had been misled thereby, might have ascertained the falsity of his representations."

And the same principle applies to the assertion by Mr. Moree that Mrs. Moree did not know her rights. (See Pomeroy section 809).

I am constrained to sign a decree for the specific performance of the contract.

14 November, 1946 James Clark, Judge

DECREE

This case coming on for hearing, testimony was taken in open court, counsel were heard, the case submitted, and the proceedings read and considered.

It is thereupon, this 14th day of November, 1946, by the Circuit Court for Anne Arundel County, sitting in equity, ADJUDGED, ORDERED AND DECREED:

(1) That the sale of the property mentioned in these proceedings, by the defendants to the plaintiffs, and on the terms set forth in the receipt filed with the bill of complaint, marked "Plaintiffs' Exhibit No. 3", be specifically enforced.

(2) That the defendants shall, within thirty days from this date, execute and deliver to the plaintiffs a deed conveying said property to the plaintiffs, in fee simple, and clear of all liens, provided the plaintiffs, simultaneously therewith, pay them the balance of the purchase money due, namely, $9800, plus or minus such other sum or sums as may be necessary to adjust the taxes and other charges against said property to the date of transfer.

(3) That the defendants pay the costs of this case.

(4) That John H. Hopkins, III, Esquire, be, and he is hereby, appointed trustee to convey said property to the plaintiffs in the event the defendants failed to close the transaction within the time aforesaid; and that the course and manner of his proceedings shall be as follows, he shall first file in this court a bond to the State of Maryland, in the penalty of $10,000 with a corporate surety, or in double that amount with personal sureties, to be approved by this Court, conditioned, no matter the amount, for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises; he shall then, upon the payment of the balance of said purchase money, with a proper adjustment of taxes and other charges as hereinbefore directed, execute a deed conveying said property to the plaintiffs in fee simple; he shall then bring said purchase money into this court, to be paid to the defendants, after deducting the costs of this case and such compensation to the said trustee as this court shall deem proper to allow him in consideration of the skill, fidelity and attention wherewith he shall appear to have discharged his trust.

James Clark, Judge.

Filed November 14, 1946.

IN THE MATTER OF THE PETITION	No. 9067 EQUITY
TO CHANGE THE NAMES OF JUDITH	IN THE
ANN MALOTT and GORDON GRAHAM	CIRCUIT COURT FOR
MALOTT' JR., infants	ANNE ARUNDEL COUNTY.

The Petition of Gordon Graham Malott and Mary Elizabeth Malott, his wife, parents of the above named infants, respectfully states.

1. That they were married by the Rev. Victor Sheridan Ross, Rector of All Hallows Parish in Anne Arundel County on the 30th day of January 1944 under the name of Stevinson, see Copy of Petition filed in this Court and entitled "In the Matter of the Petition to change the name of Gordon Graham Malott and Mary Elizabeth Malott, his wife" which is prayed to be taken

as a part hereof and filed herein and marked Exhibit "A".

2nd: That as a result of said marriage two children were born, to wit, Judith Ann Malott who was born August 28, 1944, a certificate of Birth Registration in the name of Stevinson being herewith filed and marked Exhibit "B" and Gordon Graham Malott, Jr., who was born April 20, 1946, a certificate of Birth Registration in the name of Stevenson being herewith filed and marked Exhibit "C", both of which children are named in the birth certificates as Stevinson.

3rd: That the proper sur-name of the above children is Malott as set forth in the Petition filed as an Exhibit herein and marked Exhibit "A"

4th: That said children are known and called in the community by the name of Stevinson and their Birth certificates are in the names of Stevenson and your Petitioners are quite sure that it would be great mortifivation to said children to be told in after years that their proper name is Malott and not Stevinson.

5th: Your petitioners therefore believe it is their duty to said children to have their names changed from Malott to Stevinson.

Respectfully submitted.

Eugene P. Childs, Solicitor for Petitioners.

Gordon Graham Malott

Mary Elizabeth Malott

EXHIBIT "A".

The Petition of Gordon Graham Malott and Mary Elizabeth Malott, his wife, respectfully states.

1st: That they procured a Marriage License from the Clerk of the Circuit Court for Anne Arundel County in January 1944 in the name of Gordon Graham Stevinson and Mary Elizabeth Carr, and were married under the name of Stevinson, a photostatic copy of said License and Marriage Certificate being herewith filed and marked Exhibit "A" and "B".

2nd: That it appears from a birth certificate herewith filed and marked Exhibit "C" that he the said Gordon Graham Malott was born the son of Walter Warren Malott and Dorothy Gilmore Malott, and that his name is actually Gordon Graham Malott and not Gordon Graham Stevinson.

3rd: That his father, Walter Warren Malott and his Mother, Dorothy Gilmore Malott separated when he the said Gordon Graham Malott was a small child and his Mother thereafter married a man by the name of Stevinson who raised the said Gordon Graham Malott as his own son under the name of Stevinson.

4th: That your petitioner, Gordon Graham Malott, had heard through his Mother, who is now Mrs. Stevinson and who resides at Riva, Maryland, that he was a son of her former husband, Walter Warren Malott, and upon his enlistment in the Navy, he informed the Enlistment Officer of this fact, and was told that it made no difference as he could enlist as Gordon Graham (Malott)Stevinson. However when he obtained his marriage license he did not use the name of Malott as a part of his name and was consequently married under the name of Stevinson.

5th: That your Petitioners are desirous of renouncing the name of Malott and request that their names be changed to Gordon Graham Stevinson and Mary Elizabeth Stevinson in accordance with the marriage license and certificate herein referred to.

Respectfully submitted,

Gordon Graham Malott

Mary Elizabeth Malott

Eugene P. Childs, Solicitor
for Petitioners.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this __ day of May, in the year 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Gordon Graham Malott and Mary Elizabeth Malott, his wife, and made oath in due form of law that the matters and facts above set forth are true to the best of their knowledge and belief.

Witness my hand and Notarial Seal the day and year first above written.

_____
Notary Public

Filed July 11, 1946

EXHIBITS "B" and "C"

MARYLAND

STATE DEPARTMENT OF HEALTH

BUREAU OF VITAL STATISCICS

BIRTH REGISTRATION NOTICE

This certifies that a certificate of birth has been filed with the State Registrar of Vital Statiscics under the name of Judith Ann Stevinson born on August 28, 1944, at Annapolis, County of Anne Arundel, Maryland.

Name of father Gordon Graham Stevison

Maiden name of mother Mary Elizabeth Carr

Date filed September 1, 1944.

R. H. Riley,

Registrar of Vital Statistics.

MARYLAND

STATE DEPARTMENT OF HEALTH

BUREAU OF VITAL STATISTICS

BIRTH REGISTRATION NOTICE

This certifies that a certificate of birth has been filed with the State Registrar of Vital Statistics under the name of Gordon Graham Stevinson, Jr., born on April 20, 1946,at Annapolis, County of Anne Arundel, Maryland.

Name of father Gordon Graham Stevinson

Maiden name of mother Mary Elizabeth Carr

Date filed April 25, 1946.

R. H. Riley,

Registrar of Vital Statistics.

Filed July 11, 1946

Upon consideration of the above Petition and Exhibits, it is this 15" day of July in the year 1946 by the Circuit Court for Anne Arundel County, adjudged, ordered and decreed that the name of Gordon Graham Malott, Jr.,infant be and it is hereby changed to Gordon Graham Stevinson, Jr., and that the name of Judith Ann Malott be and it is hereby changed to Judith Ann Stevinson, as is prayed in said Petition, and that the said petitioners pay the cost of these proceedings as taxed by the Clerk of the Court.

William J. McWilliams, Judge.

Filed July 11, 1946.

CONRAD MEINECKE, JR., and	:	IN THE
KATHERINE MEINECKE, his	:	CIRCUIT COURT
wife,	:	FOR
vs	:	ANNE ARUNDEL COUNTY
JULIET CHANEY, also known	:	# 9071 EQUITY.
as JULIET MADDOX	:	

To: THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Conrad Meinecke, Jr., and Katherine Meinecke, his wife, by Carroll H. Albaugh, their Solicitor, respectfully represents:

1. By deed dated January 8, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 103, Folio 240, Fletcher Dicus and Hazel Francis Dicus, his wife, granted and conveyed unto Sophia A. Dent, unmarried, a tract of land containing twenty (20) acres, more or less, situated in the Fourth Election District of Anne Arundel County, which deed is filed herewith, marked Plaintiffs' Exhibit "A", and prayed to be taken as a part hereof.

2. By deed dated August 18, 1919, and recorded among the aforesaid Land Records in Liber W.N.W. No. 19, Folio 140, Clarence H. Kerr (or Clarence H. Keer) granted and conveyed unto Sophia A. Dent, unmarried, all those twelve (12) lots or parcels of land situate in the Fifth Election District of Anne Arundel County at Woodlawn Heights which are more particularly described in said deed, a certified copy of which is filed herewith, marked Plaintiffs' Exhibit "B", and prayed to be taken as a part hereof.

3. Thereafter the said Sophia A. Dent intermarried with John T. Moylan, who predeceased her on January 16, 1939.

4. The said Sophia A. Dent Moylan departed this life intestate on November 11, 1941, in Anne Arundel County. Her estate was administered in the Orphans' Court for Anne Arundel County, wherein proceedings with reference thereto are known as Administration Docket #5742.

5. The said Sophia A. Dent Moylan left surviving her the following heirs at law:

Mattie Dent Adamson, Richmond, Virginia, sister.

Jacqueline Dent Healy, Baltimore, Maryland, sister.

Marjorie Dent Strickland, Baltimore, Maryland, sister.

Laura Dent Rogers, Charles County, Maryland, sister.

Olga Dent Moore, Robeson County, North Carolina, sister.

Bessie Dent Cole, Princess Anne County, Virginia, sister.

George Dent, Marion County, West Virginia, brother.

Juliet Chaney, also known as Juliet Maddox, no address, daughter of Rosalie Dent, deceased, sister.

Lola Tebbs Kesler, Fluvanna County, Virginia, Stuart Tebbs, Lancaster County, Virginia, GeorgeDouglas Tebbs, Lancaster County, Virginia; and Malcolm B. Tebbs, Baltimore, Maryland, children of Rebecca Dent Tebbs, deceased sister.

Sophia A. Dent Moylan left no other heirs at law or next of kin surviving her other than those named above.

6. By deed dated February 9, 1942, and recorded among the aforesaid Land Records in Liber J.H.H. No. 280, Folio 193, Laura Dent Rogers and Atlee Rogers, her husband, Jacqueline Dent Healy and Edward J. Healy, her husband, Olga Dent Moore and Harry Moore, her husband, George Dent and Mary

McQuigan Dent, his wife, Bessie Dent Cole and John Cole, her husband, Marjorie Dent Strickland and John B. Strickland, her husband, Mattie Dent Adamson, no status, Stuart Tebbs and Laura Tebbs, his wife, George Douglas Tebbs abd Susie Tebbs, his wife, Lola Tebbs Kesler and Josiah Kesler, her husband, and Malcolm B. Tebbs and Ruth N. Tebbs, his wife, the heirs of Sophia Dent Moylan, deceased, granted and conveyed all of their right, title and interest in and to the above mentioned thirteen (13) parcels of land to the Plaintiffs herein, as tenants by the entireties, which said deed is filed herewith, marked Plaintiffs' Exhibit "C", and prayed to be taken as a part hereof.

7. The interests of the parties in the aforesaid parcels of land before the conveyance to the Plaintiffs herein were as follows:

Mattie Dent Adamson	1/9
Jacqueline Dent Healy	1/9
Marjorie Dent Strickland	1/9
Laura Dent Rogers	1/9
Olga Dent Moore	1/9
Bessie Dent Cole	1/9
George Dent	1/9
Juliet Chaney, also known as Juliet Maddox,daughter of Rosalie Dent, deceased	1/9
Lola Tebbs Kesler	1/36
Stuart Tebbs	1/36
George Douglas Tebbs	1/36
Malcolm B. Tebbs	1/36

8. The interests of the parties in the aforesaid parcels of land are now as follows:

Conrad Meinecke, Jr., and Katherine Meinecke, his wife	8/9
Juliet Chaney, also known as Juliet Maddox	1/9

9. The aforesaid parcels of land are not susceptible of partition without material loss and injury to the parties entitled to interests therein, as above stated, and in order to make a division of said interests, it will be necessary that said land be sold and the proceeds thereof divided amongst the parties according to their several interests.

10. The Defendant, Juliet Chaney, also known as Juliet Maddox, is a non-resident of the State of Maryland, and her present address is unknown to the Plaintiffs, The last known address of the said Juliet Chaney, also known as Juliet Maddox, is 1629 Columbia Road, N.W. Washington,D.C.

TO THE END, THEREFORE:

1. That a decree may be passed for the sale of said real estate.

2. That the proceeds of said sale may be distributed between the hereinbefore mentioned parties according to their respective rights and interests.

3. That the Plaintiffs may have such other and further relief as their case may require.

And, as in duty bound, etc.

Conrad Meinecke, Jr., Plaintiff
Katherine Meinecke, Plaintiff
Carroll H. Albaugh,
Solicitor for Plaintiffs

STATE OF MARYLAND CITY OF BALTIMORE) ss.

I HEREBY CERTIFY that, on this 27th day of June, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared CONRAD MEINECKE, JR., and KATHERINE MEINECKE, his wife, the Plaintiffs herein, andmade oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

Malcolm B. Tebbs, Notary Public,

(Notarial Seal.

Filed July 15, 1946.

Plaintiffs Exhibit "A" Ex. Exh. No. 1.

(Documentary Stamps $2.00)

THIS DEED, Made this 8th day of January in the year one thousand nine hundred and twenty-five by and between Fletcher A. Dicus and Hazel F. Dicus, of Baltimore City in the State of Maryland, of the first part, and Sophia A. Dent, of the second part.

WITNESSETH, that in consideration of the sum of five dollars and other good and valuable considerations, the receipt of which is hereby acknowledged the said Fletcher A. Dicus and Hazel F. Dicus, his wife, do grant and convey unto the said Sophia A. Dent, her heirs and assigns, in fee simple, all that lot of ground, situate, lying and being in Anne Arundel County,aforesaid,and described as follows,. that is to say:-

BEGINNING for the same in the center of the telegraph road leading from Odenton to Baltimore, said point being the northwesternmost corner of the whole tract, said point being also at the end of the sixth line of the whole tract running thence on part of the seventh line thereof, north eighty-one and one-half degrees, east seven hundred and ninety-five feet more or less to the north-west corner of a two acre lot conveyed to Ethel I. Sherman, thence on said lot south eight and one-half degrees, east two hundred and eight feet, still south eight and one-half degrees, east twelve feet, thence north eighty nine degrees, east three hundred and ninety-two feet to the center of the road leading to Clarks Station, thence in the center thereof, south one degree,east five hundred and sixty feet, thence south eighty-nine degrees, west one thousand three hundred and eighty feet to the center of the telegraph road, thence in the center thereof north sixteen and one-half degrees, , east two hundred and forty feet, thence north ten and one-half degrees, east four hundred and sixty-three feet to the place of beginning. Containing twenty acres of land,more or less.

BEING a part of the land described in a deed from Thomas W. Upton to Fletcher A. Dicus,bearing even date herewith, to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHERZ WITH THE BUILDINGS AND IMPROVEMENTS THEREUPON ERECTED, MADE OR BEING AND ALL AND every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging,or anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Sophia A.Dent, her heirs and assigns, in fee-simple.

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

WITNESS the hands and seals of said grantors.

Test: Fletcher A. Dicus (SEAL)

H. Lucile Trussell Hazel Frances Dicus (SEAL)

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY,That on this 8th day of January,in the year one thousand nine hundred and twenty five before me,the subscriber,a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid,personally appeared Fletcher A. Dicus and Hazel F. Dicus, his wife, the above named grantors, and they acknowledged the foregoing Deed to be their act.

As WITNESS my hand and Notarial Seal.

H. Lucille Trussell, Notary Public

(Notarial Seal)

Filed July 15, 1946.

J.H.H. #63, Equity.

PLAINTIFFS' EXHIBIT "B" EXAMS. EXH. 2.

THIS DEED, Made this eighteenth day of August in the year One Thousand Nine Hundred and nineteen, by Clarence H. Kerr, of Jacksonville, Florida, but temporarily residing in Baltimore, Maryland, of the first part, and Sophia Ashton Dent of Baltimore, Maryland, of the second part.

WITNESSETH, that in consideration of the sum of five dollars and othergood and valuable considerations not necessary to be here recited, the receipt whereof is hereby acknowledged the said party of the first part doth grant and convey unto the said second party, her heirs and assigns in fee simple, and those twelve lots or parcesl of land situate lying and being in the Fifth District of Anne Arundel County, Maryland, and described as follows, that is to say:

Lots Numbers one, three, five, seven, nine, eleven, thirteen and fifteen in Block #. Thirteen; Lots Numbers Fifty-three and Fifty-five in Block Number Thirteen; all of said lots fronting on Linwood Avenue Lots Numbers Fifty-four and Fixty-six in Block Thirteen, fronting on Foresrdale Avenue, all of said lots being part of the tract known as Woodlawn Heights and being part of the same property mentioned and described in a Confirmatory Deed from The Arundel Realty Company to Clarence H. Kerr, dated February 24th, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. #136 folio 104, etc.

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

TO HAVE AND TO HOLD the land and premises above described and mentioned and hereby intended to be conveyed together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Sophia Ashton Dent her heirs and assigns in fee simple.

And the said Clarence H. Kerr hereby covenants that he will warrant specially the property hereby granted and conveyed, and that he will execute such further assurances of said property as may be requisite.

WITNESS the hand and seal of said grantor.

John T. Moylan. Clarence H. Kerr (SEAL)

State of Maryland, Baltimore City, to wit:

I Hereby certify that on this 18th day of August, in the year One Thousand Nine Hundred and Nineteen, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Clarence H. Kerr the within named grantor, and he acknowledged the foregoing Deed to be his act.

Witness my hand and Notarial Seal. John T. Moylan, Notary Public

(Notary Public)

Recorded Aug. 19, 1919.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber W.N.W. No. 19, folio 140, one of the Land Records Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 12th day of July, A.D. 1946.

(Court Seal) John H. Hopkins, 3rd, Clerk.

Filed July 15, 1946,

Plaintiff's Exhibit "C" Exams. Exh. 3.

(Int. Rev. Stamps $1.65) (MD. STATE STAMPS $1.10)

THIS DEED, made this 9th day of February in the year ne Thousand Nine Hundred and Forty-two, by and between Laura Dent Rogers and Atlee Rogers, her husband, Jacqueline Dent Healy and Edward J. Healy, her husband, Olga Dent Moore and Harry Moore, her husband, George Dent and Mary McQuigan Dent his wife, Bessie Dent Cole and John Cole,her Husband, Majorie Dent Strickland and John B. Strickland her husband, Mattie Dent Adamson, Stewart Tebbs and Laura Tebbs his wife, George Douglas Tebbs and Susie Tebbs, his wife, Lola Tebbs Kesler and Josiah Kesler her husband, Malcolm B.Tebbs and Ruth N. Tebbs,his wife, heirs of Sophia A. Dent Moylan, deceased, of Anne Arundel County, in the State of Maryland, of the first part, and Conrad Meinecke,Jr., and Katherine Meinecke his wife of Baltimore City, in the State of Maryland, of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars ($5.00), the said heirs here do grant and convey unto the said Conrad Meinecke,Jr., and Katherine Meinecke his wife, as tenants by the entireties their heirs and assigns, in fee simple, all those two (2) lots of ground,situate lying and being in Anne Arundel County, Maryland, aforesaid, and described as follows,that is to say:-

Beginning for the First thereof for the same in the center of the Telegraph Road leading from Odenton to Baltimore, said point being the northwesternmost corner of the whole tract,said point being also at the end of the sixth line of the whole tract running thence on part of the seventh line thereof, north eighty-one and one-half degrees, east seven hundred and ninety five feet more or less to the northwest corner of a two acre lot conveyed to Ethel I. Sherman,thence on said lot south eight and one-half degrees,east two hundred and eight feet, still south eight and one-half degrees, east twelve feet, thence north eighty-nine degrees, east three hundred and ninety-two feet to the center of the road leading to Clarks Station, thence in the center thereof south one degree, east five hundred and sixty feet, thence south eighty-nine degrees, west one thousand three hundred and eighty feet to the center of the telegraph road, thence in the center thereof north sixteen and one-half degrees, east two hundred and forty feet, thence north ten and one-half degrees, east four hundred and sixty-three feet to the place of beginning. Containing twenty acres of land more or less. Less those parts and parcels of land conveyed by Sophia A. Dent Moylan to the State Roads Commission of Maryland contained in a deed plat #4659 on the plat portion of which is indicated by red a fee taking acquired by the State Roads Commission of Maryland totaling .18 acres and in yellow an area totaling .16 acres. This particular deed was recorded on August 26, 1941 among the Land Records of Anne Arundel County in Liber J.H.H. #242, Folio #255.

Beginning for the Second thereof Lots Numbers One, Three, Five, Seven, Nine Eleven,Thirteen and Fifteen in Block Number Thirteen; Lots Numbers Fifty-three and Fifty-five in Block Number Thirteen; all of said lots fronting on Linwood Avenue; Lots Numbers fifty-four and Fifty-six in Block Thirteen fronting on Forestdale Ave.; all of said lots being part of the tract known as "Woodlawn Heights".

First thereof: Being a part of the Land described in a deed from Thomas W. Upton to Fletcher A. Dicus and conveyed by Fletcher A. Dicus and Hazel Francis Dicus to Sophia A. Dent by deed dated January 8th, 1925 and recorded among the Land Records of Anne Arundel County Maryland in Liber W.N.W. No. 103 Folio 240. Sophia A. Dent was unmarried on January 8, 1925 at the time of the conveyance of the herein described property from Fletcher A. Dicus and Hazel Frances Dicus to Sophia A. Dent, subsequently Sophia A. Dent married John T. Moylan. John T Moylan her husband died January 16th, 1939, Sophia A. Dent Moylan died November 11th, 1941 intestate.

Second thereof: Being part of the same property mentioned and described in a confirmatory deed from The Arundel Realty Company to Clarence H. Kerr, dated February 24th, 1917, and recorded

among the Land Records of Anne Arundel County in Liber G.W. #136,folio 104 &c., and being the same property later by deed dated August 18, 1919 conveyed the within property to Sophia A. Dent unmarried and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.N.W. No. 19, Folio 140 etc. Sophia A. Dent subsequently married John T. Moylan. John T. Moylan her husband died January 16th, 1939. Sophia A. Dent Moylan died November 11th, 1941 intestate.

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

To Have and To Hold the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Conrad Meinecke, Jr., and Katherine Meinecke his wife as tenants by the entireties their heirs and assigns, in fee simple.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted; and they will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantors.

Test:	Laura Dent Rogers	(SEAL)
Hugh C. Gardiner, Jr.	Atlee Rogers	(SEAL)
Test:	Josephine Dent Healy	(SEAL)
E Ray Englar	Edward J. Healy	(SEAL)
Test:	Olga Dent Moore	(SEAL)
T. Beverly Biggs	Harry Moore	(SEAL)
Test as to C. B. Collins	George Dent	(SEAL)
X Joseph Martin	Mary McQuigan Dent	(SEAL)
Test :	Bessie Dent Cole	(SEAL)
Ellen H. Cole	John Cole	(SEAL)
Test:	Marjorie Dent Strickland	(SEAL)
Hugh C. Gardiner, Jr.	John B. Strickland	(SEAL)
Test:	Mattie Dent Adamson	(SEAL)
W. I. Rex		
Test:	Lola Tebbs Kesler	(SEAL)
Louis H. Stoneman	Josiah Kesler	(SEAL)
Test:	George Douglas Tebbs	(SEAL)
W. B. McKenney	Susie Tebbs	(SEAL)
Test:	Stuart Tebbs,	———
———	Stuart Z. Tebbs	(SEAL)
Test:	Laura Tebbs	(SEAL)
W. B. McKenney	Malcolm B. Tebbs	(SEAL)
Test: Thos C. Rainey	Ruth N. Tebbs	(SEAL)

STATE OF MARYLAND, COUNTY OF CHARLES, to wit:

I HEREBY CERTIFY, That on this 12 day of January, in the year one thousand nine hundred and forty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the

County Charles aforesaid, personally appeared Laura Dent Rogers and Atlee Rogers, and Marjorie Dent Strickland & John B. Strickland the above named grantors, and they acknowledged the aforegoing Deed to be their act.

As Witness my hand and Notarial Seal.

(Notarial Seal) Hugh C. Gardiner, Jr, Notary Public.

STATE OF MARYLAND, CITY OF BALTIMORE: to wit:

I HEREBY CERTIFY, That on this 12 day of January in the year one thousand nine hundred and Forty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Jacqueline Dent Healy and Edward J. Healy the above named grantors, and they acknowledged the aforegoing Deed to be their act.

As Witness my hand and Notarial Seal.

(Notarial Seal) E. Ray Engler, Notary Public

STATE OF NORTH CAROLINA; _____ to wit:

I HEREBY CERTIFY, That on this 17 day of January in the year one thousand nine hundred and 42, before me, the subscriber, a Notary Public of the State of North Carolina, in and for the County of Robeson aforesaid, personally appeared Olga Dent Moore and Harry Moore the above named grantors, and they acknowledged the aforegoing Deed to be their act.

As Witness my hand and Notarial Seal. T. Beverly Biggs, Notary Public

(Notarial Seal)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14 day of Jan. in the year one thousand nine hundred and Forty Two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Balto. aforesaid, personally appeared Mary McGuigan Dent, the above named grantor, and she acknowledged the aforegoing Deed to be her act.

As Witness my hand and Notarial Seal.

(Notarial Seal) Joseph Martin, Notary Public

STATE OF W. VA. County of Marion, to wit:

I HEREBY CERTIFY, That on this 24 day of Jan. in the year one thousand nine hundred and forty two,before me, the subscriber, a Notary Public of the State of W. Va., in and for the County of Marion,aforesaid, personally appeared George Dent the above named grantor, and he acknowledged the aforegoing Deed to be his act.

As Witness my hand and Notarial Seal.

(Notarial Seal) C. B. Collins, Notary Public.

My Commission expires Oct. 31, 1946.

STATE OF VIRGINIA, COUNTY OF PRINCESS ANNE, TO WIT:

I HEREBY CERTIFY, That on this 21 day of January in the year one thousand nine hundred and Forty-Two, before me, the subscriber, a Notary Public of the State of Virginia, in and for the County of Princess Anne aforesaid, personally appeared Bessie Dent Cole and John Cole, the above named grantors, and they acknowledged the aforegoing Deed to be their act.

As witness my hand and Notarial Seal.

(Notarial Seal) W. T. Jarvis , Notary Public

My Com. expires July 13th, 1942.

STATE OF VIRGINIA, City of Richmond, to wit:

I HEREBY CERTIFY, That on this 7 day of Feb. in the year one thousand nine hundred and forty-two, before me, the subscriber, a Notary Public of the State of Virginia, in and for City of Richmond, aforesaid personally appeared Mattie Dent Adamson, the above named grantor, and acknowledged the aforegoingDeed to be her act.

As witness my hand and Notarial Seal.

(Notarial Seal) W. I. Rex, Notary Public

My Commission expires Feb. 14, 1945

STATE OF VIRGINIA, COUNTY OF FLUVANNA, to wit:

I HEREBY CERTIFY, That on this 6 day of Feb. in the year one thousand nine hundred and Forty-Two, before me, the subscriber, a Notary Public of the State of Virginia, in and for County of Fluvanna,aforesaid, personally appeared Lola Tebbs Kesler and Josiah Kesler, the above named grantors, and acknowledged the aforegoing Deed to be their act

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Louis H. Stoneman, Notary Public

STATE OF VIRGINIA, County of Lancaster, to wit:

I HEREBY CERTIFY, That on this 7 day of February, in the year one thousand nine hundred and forty-two, before me, the subscriber, a Notary Public of the State of Virginia, in and for Lancaster Co. aforesaid, personally appeared George Douglas Tebbs and Susie Tebbs, his wife, the above named grantor_, and acknowledged the aforegoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

(Notary Seal) W. B. McKenney, Notary Public

Comm. Exp. 3-9-44

STATE OF VIRGINIA, County of LANCASTER, to wit:

I HEREBY CERTIFY, That on this 7 day of February in the year one thousand nine hundred and Forty-Two, before me, the subscriber, a Notary Public of the State of Virginia, in and for County of Lancaster, aforesaid, personally appeared Stuart Tebbs and Laura Tebbs, his wife, the above named grantors, and acknowledged the aforegoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) W. B. McKenney, No tary Public

Comm. Exp. 3-9-44

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY THAT on this 9 day of February, in the year one thousand nine hundred and forty-two,before me, the subscriber, a Notary Public of the State of Maryland,in and for the City of Baltimore aforesaid, personally appeared Malcolm B. Tebbs and Ruth N. Tebbs, his wife, the above named grantors, and acknowledged the aforegoing Deed to be their act.

As witness my hand and Notarial Seal.

(Notarial Seal) Thos. C. Rainey, Notary Public

Filed July 15, 1946

ORDER OF PUBLICATION

The object of this suit is to procure a decree for the sale of a tract of land containing twenty (20) acres, more or less, situate in the Fourth Election District of Anne Arundel County and twelve (12) lots of land situate in the Fifth Election District of Anne Arundel County at Woodlawn Heights, which said thirteen (13) parcels of land are more particularly described in

the exhibits filed in said case, and for the division of the proceeds among the parties entitled thereto.

The Bill recites that Sophia A. Dent acquired the property hereinbefore mentioned by two (2) deeds, one from Fletcher Dicus and wife, dated January 8, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 103,Folio 240, and the other from Clarence H. Kerr (or Clarence H. Keer), dated August 18, 1919, and recorded among the aforesaid Land Records in Liber W.N.W. No. 19, Folio 140.

That thereafter the said Sophia A. Dent intermarried with John T. Moylan, who predeceased her on January 16, 1939.

That the said Sophia A. Dent Moylan died intestate on November 11, 1941, survived by the following heirs at law: Mattie Dent Adamson, Jacqueline Dent Healy, Marjorie Dent Strickland, Laura Dent Rogers, Olga Dent Moore, Bessie Dent Cole, sisters, George Dent, brother, Juliet Chaney, also known as Juliet Maddox, daughter of Rosalie Dent, deceased sister, and Lola Tebbs Kesler, Stuart Tebbs, George Douglas Tebbs and Malcolm B. Tebbs, children of Rebecca Dent Tebbs, deceased sister.

That by deed dated February 9, 1942, and recorded among the aforesaid Land Records in Liber J.H.H. No. 280, Folio 193, the following heirs at law of the said Sophia A. Dent Moylan conveyed the aforesaid property to Conrad Meinecke, Jr., and Katherine Meinecke, his wife.

Laura Dent Rogers and Atlee Rogers, her husband, Jacqueline Dent Healy, and Edward J.Healy, her husband, Olga Dent Moore and Harry Moore, her husband, George Dent and Mary McQuigan Dent, his wife, Bessie Dent Cole and John Cole, her husband, Marjorie Dent Strickland and John B. Strickland, her husband, Mattie Dent Adamson, no status, Stuart Tebbs and Laura Tebbs, his wife, George Douglas Tebbs and Susie Tebbs, his wife, Lola Tebbs Kesler and Josiah Kesler, her husband, and Malcolm B. Tebbs and Ruth N. Tebbs, his wife.

That the interests of the parties hereto in these parcels of land are as follows:

Conrad Meinecke,Jr., and Katherine Meineke, his wife	8/9
Juliet Chaney, also known as Juliet Maddox	1/9

That the aforesaid thirteen (13) parcels of land are not susceptible of partition without material loss and injury to the parties hereto, and that it is necessary that said properties be sold in order that the proceeds may be divided among the parties entitled thereto.

That the last known address of the non-resident Defendant is 1629 Columbia Road,N.W. Washington D.C.

It is thereupon, this 15"day of July, 1946, by the Circuit Court for Anne Arundel County,in Equity, ORDERED THAT THE Plaintiff, by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County once in each of four (4) successive weeks before the 30" day of August 1946, give notice to the absent Defendant, Juliet Chaney, also known as Juliet Maddox, of the object and substance of this Bill, warning her to be and appear in thisCourt in person or by Solicitor, on or before the 14" day of September, 1946. to show cause, if any she may have, why the decree ought not to be passed as prayed.

John H. Hopkins, 3rd, Clerk.

Filed July 15, 1946.

Certificate of Publication of Order of Publication

Annapolis, Md. September 16,1946

We hereby certify that the annexed Order of Publication Conrad Meinecke, Jr., was published

in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of September, 1946. The first insertion being made the 18th day of July, 1946.

THE CAPITAL-GAZETTE PRESS, INC.

By Mae Carlson

No. MG_

Filed Sept. 17, 1946

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued therein has been duly published in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, as prescribed by said Order, and the Defendent, Juliet Chaney, also known as Juliet Maddox, having failed to appear either in person or by solicitor and answer the Bill of Complaint therein filed against her,

It is, thereupon, this 19th day of September, 1946, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the said Bill of Complaint be, and the same is hereby taken pro confesso against the said non-resident Defendant.

And, it is further ORDERED that leave is hereby granted to the Plaintiff to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said Bill.

James Clark, Judge.

Filed September 19, 1946

TESTIMONY ON BEHALF OF THE PLAINTIFFS.

Mr. Carroll H. Albaugh, Solicitor for Plaintiffs.

Decree Pro Confesso, Sept. 19th, 1946.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:

Katherine Meinecke,---------- 2 to

Malcolm B. Tebbs,----------3 to 5

Katherine Meinecke, one of the plaintiffs, being first duly sworn, deposes and says:-

(Albaugh)

1. State your name and residence?

A Katherine Meinecke, 2823 Ridgewood Ave., Baltimore, Md.

2. Are you one of the plaintiffs in this case?

A Yes.

3. Is the other plaintiff your husband?

A. Yes.

4 I hand you this deed, is that the deed whereby you and your husband acquired an 8/9th interest in a tract of land containing 20 acres, more or less, in the 4th Election District of Anne Arundel County, improved by a one family two story frame house; and 12 lots of ground at Woodland Heights in the 5th Election District of Anne Arundel County?

A. Yes.

----Offered in evidence and filed as Exam. Exh . 3.

5. Are these parcels of land capable of partition?

A. No.

6. Do you know the defendant, Juliet Chaney, also known as Juliet Maddox?

A. No I don't.

7. Do you know her present address?

A. Not right now.

8. What was her last address you heard of?

A. In Washington.

9. Have you made any efforts to locate her the defendant?

A. Yes.

10. Have you had any success:

A. No.

11. Who owns the other 1/9th interest in this property?

A. Juliet Chaney known also as Juliet Maddox.

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

A. No.

Katherine Meinecke.

Malcolm B. Tebbs, a witness of lawful age, being first duly sworn, deposes and says:-
(Albaugh)

1. State your name and residence?

A. Malcolm B. Tebbs, 4820 Windsor Mill Road, Baltimore, Md.

2. Were you one of the heirs of Sophia A. Dent Moylan?

A. I was.

3. You were also administrator of her estate?

A. I was.

4. I hand you this deed, is that the deed whereby Sophia A. Dent acquired the tract of land containing 20 acres, more or less, improved by a one family frame dwelling?

A. It is. Filed as Exam. Exh. 1

5. I hand you this paper writing, is that a certified copy of the deed whereby Sophia A. Dent acquired 12 lots at Woodlawn Heights in the 5th Election District of Anne Arundel County?

A. Yes it is.

Filed as Exam. Exh. 2.

6. Did Sophia A. Dent marry, and if so, to whom?

A. To John T. Moylan.

7. Did John T. Moylan pre-decease her?

A. He did, he died January 16th, 1939.

8. Did she die intestate?

A. She did.

9. When did she die?

A. November 11th, 1941.

10. Were you Administrator of her estate?

A. Yes.

11. What relatives and heirs at law did Sophia A. Dent Moylan leave surviving her at the time of her death?

A. Mattie Dent Adamson, a sister
Jacqueline Dent Healy, a sister
Majorie Dent Strickland, a sister,
Laura Dent Rogers, a sister
Olga Dent Moore, a sister

Bessie Dent Cole, a sister
George Dent, a brother

Juliet Chaney, also known as Juliet Maddox, daughter of Rosalie Dent,a deceased sister. and
Four children of a deceased sister, Rebecca Debt Tebbs, namely
Lola Tebbs Kessler
Stuart Tebbs
George Douglas Tebbs
Malcolm B. Tebbs

12. Were there any other heirs at law or next of kin surviving the said Sophia A.Dent Moylan ?

A. No

13. What was the interest of Juliet Chaney in those two pieces of property?

A one-Ninth.

14. Do you know of your own knowledge who now owns this tract of land?

A. Katherine Meinecke and husband own the 8/9th interest and Juliet Chaney also known as Juliet Maddox owns the other 1/9th.

15. How did Mr.and Mrs. Meinecke acquire their 8/9th interest?

A. By deed from all of the heirs with the exception of Juliet Chaney known also as Juliet Maddox.

16. When you administered on your aunt's estate was there any money to be distributed to her heirs?

A. Yes.

17. Did you have some money for this Juliet Chaney?

A. Yes.

18. Were you ever able to locate Juliet Chaney?

A. No, I was not after an exhausted search in Washington, Mexico and any other place we could hear of I tried to find her. And the heirs too made many suggestions which were always followed out without success, looked through the Washington Directory in the name of Maddox and Chaney, and found no trace. Also sent a Registered letter which was returned undelivered.

°°°°Filed as Exam. Exh. 4

19. Are you still holding Juliet Chaney's share of your Aunt's estate?

A. Yes, it is in The Equitable Trust Company of Baltimore, Md.

20. Have you any idea where the defendant, Juliet Chaney, also known as Juliet Maddox may be other than the address in Washington?

A. Have not the slightest idea, every effort has been made to locate her without avail.

21. How many years has it been since you have heard from her?

A. I have never known or met Juliet Chaney also known as Juliet Maddox, I have only been told about her. Of the seven or eight heirs interviewed there was only one who had seen her and she said she had never seen or heard of her since 1929.

22. Is she an adult?

A. I can say she is about 55 years of age.

23. In your opinion is this property susceptible of partition among those entitled:

A. No.

24. In your opinion what is the approximate value of this interest in thisproperty?

A. The most we could get for it at the time it was conveyed to the Meineckes was $1100, Eleven hundred Dollars for the 8/9th interest in the whole property, so that the 1/9th interest would be a little over $100.

To the general question under the rule the witness says:

A. No.

Malcolm B. Tebbs

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

Witness my hand and seal this 18th day of November, 1946.

Jno. S. Strahorn, (Seal)

Examiner.

Filed Nov. 18, 1946

Sealed Registered Letter marked "Exams. Exh, 4 J.D.S. Filed July 30,1946.

DECREE

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

It is thereupon, this 3 day of December, 1946, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED,ORDERED andDECREED THAT the property mentioned in the proceedings be sold; that Carroll H. albaugh be, and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceeding shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court in the penalty of Two Thousand Dollars ($2000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make said sale, having given at least three (3) weeks notice by advertisement inserted in such weekly newspaper published in Anne Arundel County as he shall think proper of the time, place, manner and terms of sale, which terms shall be all cash, and as soon as may be convenient after said sale, said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, and not before, said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his,heir or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all clain of the parties hereto, Plaintiff and Defendant, and those claiming by, from or under them, or either of them; and the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged, his trust.

William J. McWilliams,

Judge.

Filed 3 December, 1946.

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Carroll H. Albaugh of Anne Arundel County, Maryland, as principal, and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO THOUSAND AND 00/100 Dollars,to be paid to the said State, or its certain attorney; to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally,firmly by these presents,

by these presents, sealed with our seals and dated this 5th day of December in the year of our Lord nineteen hundred and forty six.

WHEREAS, the above bounden Carroll H. Albaugh by virtue of a decree of the Honorable the Judge of the Circuit Court has been appointed trustee to sell Real Estate and distribute proceeds mentioned in the proceedings in the case of Meinecke vs Chaney now pending in said Court.

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

Signed, sealed and delivered in the presence of

Carroll H. Albaugh (SEAL)

MARYLAND CASUALTY COMPANY,

By Chas. F. Lee of

Chas. F. Lee & Co. Agt.

Matthew S. Evans.

(Corporate Seal)

Attest:

Chas. F. Lee, Jr. Witness.

Bond approved, this 5th day of Dec. 1946.

John H. Hopkins, 3rd, Clerk.

Filed Dec. 5, 1946.

CERTIFICATE OF PUBLICATION

CARROLL H. ALBAUGH, Solicitor, Annapolis, Md.

TRUSTEE'S SALE

Of Valuable Fee Simple Property situate in the Fourth and Fifth Election Districts of Anne Arundel County, Maryland.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, No. 9071 Equity, the undersigned, as Trustee, will sell at public auction at the Court House Door, in the CITY OF ANNAPOLIS, MARYLAND, on MONDAY, JAN. 13, 1947 at 11:00 o'clock, A. M. the following described parcels of land:

All that tract or parcel of land situate in the Fourth Election District of Anne Arundel County, more particularly described as follows:

BEGINNING for the same in the center of the Telegraph Road leading from Odenton to Baltimore, said point being the Northwesternmost corner of the whole tract,said point being also at the end of the sixth line of the whole tract; running thence, on part of the 7th line thereof, North 81½ degrees East, 795 feet, more or less, to the Northwest corner of the 2 acre lot conveyed to Ethel I. Sherman; thence, on said lot, South 8½ degrees East, 208 feet; still South 8½ degrees East, 12 feet; thence, North 89 degrees East, 392 feet to the center of the road leading to Charles Station; thence, in the center thereof, South 1 degree East, 560 feet; thence, South 89 degrees West 1380 feet to the center of the Telegraph Road; thence, in the center thereof,North 16½ degrees East, 463 feet to the place of beginning; containing 20 acres of land, more or less; and being the same property which was conveyed by Fletcher Dicus and wife to Sofia A. Dent, by deed dated January 8, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 103, folio 240.

The second parcel consists of all those twelve (12) lots or parcels of land situate in the Fifth Election District of Anne Arundel County, known and designated as Lots Nos. 1, 3, 5, 7, 9, 11, 13 and 15, in Block H 13, fronting on the Boulevard, and Lots Nos. 53 and 55, in Block13, fronting on Linwood Avenue and Lots Nos. 54 and 56, in Block 13, fronting on Forestdale Avenue,as shown on

the plat of "Woodlawn Heights", which said plat is recorded among the Land Records of Anne Arundel County in Liber G. W. No. 66, folio 491; being the same property which was conveyed by Clarence H. Kerr to Sofia A. Dent, by deed dated August 18, 1919, and recorded among the aforesaid Land Records in Liber W. N. W. No. 19, folio 140.

The parcel firstly described (the 20 acre tract) is improved by a one-family frame dwelling house. The parcel secondly described (the twelve lots at Woodlawn Heights) is unimproved.

The above two (2) parcels of land will be sold separately.

TERMS OF SALE: The following deposits will be required of the purchasers at the time of sale. On the first parcel,One Hundred ($100.00) Dollars, on the second parcel, Two Hundred ($200.00) Dollars. The purchasers must pay cash, and the balance of the purchase price must be paid upon final ratification of the sales by the Circuit Court for Anne Arundel County,with interest at the rate of six (65) per centum per annum from the day of the sale at the Court House Door. Taxes and all other public charges of every kind and nature will be adjusted to the day of sale at the Court House Door.

For further particulars apply to

CARROLL H. ALBAUGH, TRUSTEE

CHURCH CIRCLE, Annapolis, Maryland.

George W. Scible, Auctioneer

I hereby certify that I have this 13th day of January,1947, sold the property herein firstly described to Conrad Meinecke and Katherine Meinecke at and for the sum of Four Hundred ($400.00) Dollars. being at that figure the highest bidder therefor; and I hereby further certify that said sale was fairly made.

Geo. W. Scible, Auctioneer

We hereby certify that we have this 13th day of January, 1947, purchased the property herein firstly described from Carroll H. Albaugh, Trustee,at and for the sum of Four Hundred ($400.00) Dollars and we hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Conrad Meinecke,_and Katherine Minecke

by Katherine Meinecke, Purchaser.

I Hereby certify that I have this 13th day of January, 1947,sold the property herein secondly described to Conrad Meinecke and Katherine Meinecke at and for the sum of Six Hundred ($600.00) Dollars,being at that figure the highest bidder therefor; and I hereby further certify that said sale was fairly made.

Geo. W. Scible. Auctioneer

We hereby certify that we have this 13th day of January,1947, purchased the property herein secondly described from Carroll H. Albaugh, Trustee, at and for the sum of Six Hundred ($600.00) Dollars, and we hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Conrad Meineckeand Katherine Meinecke,

By Katherine Meinecke, Purchaser.

Filed Jan. 14, 1947.

Office of THE SOUTHERN MARYLAND TIMES, ANNAPOLIS, MARYLAND.

THIS IS TO CERTIFY That the annexed advertisement of TRUSTEE'S SALE WAS INSERTED IN The SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County,

Maryland, once a week for four successive weeks before the_that is to say, the same was inserted in the issues of Dec. 20,27,Jan. 3, 10,1947.

THE SOUTHERN MARYLAND TIMES

John Fulton Lewis, Editor.

Filed Jan. 14, 1947.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Carroll H. Albaugh, Trustee, appointed by a decree of this Court passed in the above entitled cause, dated the 3rd day of December, 1946, to make sale of certain real estate therein mentioned, respectully shows:

1. That, after giving bond with security for the faithful performance of his trust, and after having complied with all other prerequisites, as required by law and the said decree, and after having given due notice of the time, place, manner and terms of sale by advertisement in "The Southern Maryland Times", a newspaper printed and published in Anne Arundel County, for at least three (3) successive weeks before the day of sale, the said Carroll H. Albaugh, Trustee as aforesaid, did, pursuant to said notice, on Monday, January 13, 1947, at 11:00 o'clock A.M.,at the Court House door in the City of Annapolis, Maryland, offer the property hereinafter described for sale at public auction; and the said Carroll H. Albaugh, Trustee as aforesaid, then and there sold the property to Conrad Meinecke, Jr., and Katherine Meinecke, his wife, for the sum of Four Hundred ($400.00) Dollars for the parcel of land firstly described herein, said parcel being improved by a one-family frame dwelling house, and Six Hundred ($600.00) Dollars for the parcel of land secondly described herein (the twelve lots at Woodlawn Heights), said parcel of land being unimproved, they being at those figures the highest bidders therefor, the said property consisting of two (2) parcels of land described as follows:

BEGINNING for the same at the center of the Telegraph Road leading from Odenton to Baltimore, said point being the Northwesternmost corner of the whole tract, said point being also at the end of the 6th line of the whole tract; running thence,on part of the 7th line thereof, North 81½ degrees East, 795 feet, more or less, to the Northwest corner of the 2 acre lot conveyed to Ethel I. Sherman; thence, on said lot, South 8½ degrees East, 208 feet; still South 8½ degrees East, 12 feet; thence, North 89 degrees East, 392 feet to the center of the road leading to Charles Station; thence, in the center thereof, South 1 degree East, 560 feet; thence, South 89 degrees, West, 1380 feet to the center of the Telegraph Road; thence, in the center thereof, North 16½ degrees East, 463 feet to the place of beginning; containing 20 acres of land, more or less; and being the same property which was conveyed by Fletcher Dicus and wife to Sofia A. Dent, by deed dated January 8, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 103, folio 240; said property being located in the Fourth Election District of Anne Arundel County.

The second parcel consists of all those twelve (12) lots or parcels of land situate in the Fifth Election District of Anne Arundel County, known and designated as Lots Nos. 1, 3, 5, 7, 9, 11, 13 and 15, in Block H 13, fronting on the Boulevard, and Lots Nos. 53 and 55, in Block 13, fronting on Linwood Avenue, and Lots Nos. 54 and 56, in Block 13, fronting on Forestdale Avenue, as shown on the plat of "Woodlawn Heights", which said plat is recorded among the Land Records of Anne Arundel County in Liber G.W. No. 66, folio 491; being the same property which was conveyed by Clarence H. Kerr to Sofia A. Dent, by deed dated August 18, 1919, and recorded among the aforesaid Land Records in Liber W.N.W. No. 19, folio 140.

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

TERMS OF SALE: The following deposits will be required of the purchasers at the time of sale; On the first parcel, One Hundred ($100.00) Dollars; on the second parcel, The Hundred ($200.00) Dollars. The purchasers must pay cash, and the balance of the purchase price must be paid upon final ratification of the sales by the Circuit Court for Anne Arundel County, with interest at the rate of six (6%) per centum per annum from the day of the sale at the Court House Door. Taxes and all other public charges of every kind and nature will be adjusted to the days of sale at the Court House Door.

Respectfully submitted,

Carroll H. Albaugh, Trustee

STATE OF MARYLAND COUNTY OF ANNE ARUNDEL; ss.

I HEREBY CERTIFY, that ,on this 13th day of January,1947,before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CARROLL H. ALBAUGH, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief, and that said sale was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Helen E. Tyler, Notary Public

Filed January 14, 1947.

ORDER NISI

ORDERED, this 14th day of January, 1947, That the sale of the property mentioned in these proceedings made and reported by Carroll H. Albaugh, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18" day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18" day of February next.

The report states that the amount of sales to be $1000.00/

John H. Hopkins, 3rd, Clerk.

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

Filed - Jan. 14, 1947.

CERTIFICATE OF PUBLICATION

THIS IS TO CERTIFY, that the annexed advertisement of Order Nisi was inserted in The SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County,Maryland, once a week for three successive weeks before the 18th day of February, 1947. That is to say, the same was inserted in the issues of Jan. 17, 24, 31, 1947.

THE SOUTHERN MARYLAND TIMES

By John Fulton Lewis, Editor.

Filed February 13, 1947.

FINAL ORDER

ORDERED BY THE COURT, This 27 day of February, 1947, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown,although due notice appears to have been given as required by the Order Nisi, passed in

said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

William J. McWilliams, A. J.

Filed Feb. 27, 1947

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, April 1, 1947.

All of which is respectfully submitted.

LAURA R. Jickling

Auditor.

Dr. Conrad Meinecke,Jr., and Wife, vs Juliet Chaney, also known as Juliet Maddox, in ac.

To Trustee for Commissions, viz:		58.21
To Trustees for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	39.50	
Auditor - stating this account	9.00	58.50
To Trustee for Expenses, viz:		
Southern Md. Times-Order of Publication	52.00	
Southern Md. Times-Advertising sale	27.50	
Southern Md. Times-Order Nisi on Sale	5.00	
Southern Md. Times- Order Nsi on Acct.	5.00	
Whitmore Printing,etc.Co-handbills	10.50	
Maryland Casualty Co.-bond premium	10.00	
George W. Scible-Auctioneer	11.00	
John S. Strahorn- Examiner	8.00	
Juliet D. Strahorn- Stenographer	5.00	
Clerk of Court - certified copy	1.50	
One-half Federal revenue stamps	.55	
One-half State revenue stamps	.50	
Helen E. Tyler - notary fee	.50	137.05
To Trustee for Taxes, viz:		
1947 State and County taxes on 20 acre tract ($ 39.32-adj.)	1.39	
1947 State and County taxes on 12 lots ($5.00)adj).	.17	1.56
BALANCE FOR DISTRIBUTION $750.05		
Distributed as follows:		
To Conrad Meinecke,Jr., and Katherine Meinecke, his wife,- eight-ninths	666.71	
To Juliet Chaney,also known as Juliet Maddox- one-ninth	83.34	750.05
		1,005.37

with Carroll H. Albaugh, Trustee Cr.

1947		
Jan. 13 Proceeds of sale of 20 acre tract	400.00	
Proceeds of sale of 12 lots	600.00	1,000.00

Interest on deferred payment of
$700.0 to 2/28/47 5.37

1,005.37

Filed April 1, 1947.

ORDER NISI

ORDERED, This 1st day of April, 1947, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 3rd day of May, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of May next.

John H. Hopkins, 3rd, Clerk.

Filed 1 April, 1947

CERTIFICATE OF PUBLICATION.

THIS IS TO CERTIFY, That the annexed advertisement of Order Nisi was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 3rd day of May next that is to say, the same was inserted in the issues of Apr 4, 11, 18, 1947.

THE SOUTHERN MARYLAND TIMES

John Fulton Lewis, Editor

Filed May 2, 1947

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 13 day of May, 1947, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

William J. McWilliams, A. J.

Filed 13 May, 1947

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

PEARL C. WOZNIAK, :
Plaintiff :
vs :
ALBERT T. WOZNIAK, :
EDWARD WOZNIAK, : No. 9074 EQUITY.
JOHN J. WOZNIAK, :
DOROTHY W. SHEPPARD, A :
Non-RESIDENT, ADULTS, and :
STANLEY J. WOZNIAK, an infant. :

Mr. Clerk:

Please file and serve subpoena and copy of bill on each of the above defendants,

R. E. Kindred,

Solicitor for Plaintiff.

BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATRIX, Complaining says:

1. THAT James J. Wozniak departed this life intestate on the 27th day of April, 1944, leaving surviving him Pearl C. Worniak, his widow and the Plaintiff in these Proceedings: ALBERT T. WOZNIAK: EDWARD WOZNIAK, JOHN J. WORNIAK and DOROTHY W. SHEPPARD, all of lawful age and children of the Decedent, and FRANCES WOZNIAK now deceased wife of the said decedent by a former marriage, and STANLEY J. WOZNIAK in infant born of the union of the Decedent and the Plaintiff.

2. THAT the said Defendants are not in the Military Service of the United States of America.

3. THAT the said decedent James J. Wozniak was in his lifetime seized and possessed of a parcel of land, known as Lot No. 1, Block 50 on Amended Plat No. 4 of Glen Burnie, recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 1, folio 58, etc. (Cab.1, Rod R. Plat 14), improved by a frame garage and stucco dwelling in which the Plaintiff now resides and is in possession thereof; A certified copy of the above mentioned Deed is filed herewith and as a part hereof, which shows that the said Deed contained Lots Nos. 1 and 2 of Block 50. Lot No. 2 having been previously sold during the life time of said Decedent to William G. Diller and wife, by Deed dated the 9th day of February, 1927, and recorded among the Land Records in Liber F.S.R. No. 11 Folio 227 etc.

4. THAT the said land and premises have been duly appraised by two Appraisers appointed by the Orphans' Court of Anne Arundel County, at the appraisal of $4,000.00.

5. THAT the said property is improved by a two story stucco dwelling with seven rooms and bath and a double garage. The improvements are known as No. 100 Second Avenue Southeast, "GLEN BURNIE".

6. THAT the said property is free and clear of any liens and encumbrances, except costs of administration of the Decedent's estate, including costs, taxes, etc.

7. THAT the said land and improvements are not susceptible of partition and division in kind, without material loss and injury to the parties entitled to interests therein, and in order to make division of said interests, it is necessary that the said real estate be sold and the proceeds thereof be divided among the parties hereto according to their several rights and interests.

TO THE END THEREFORE:

(A) THAT a Decree may be passed for the sale of said real estate and that a Trustee or Trustees may be appointed for the purpose of making said sale.

(B) THAT the proceeds of said sale after proper deductions for commissions, expenses, etc. may be distributed among the parties hereto according to their respective rights and interests.

(c) THAT your Oratrix may have such other and further relief as her cause may require.

MAY IT PLEASE YOUR HONOR to grant unto your Oratrix the Writ of Subpoena, directed to Albert T. Worniak and Edward Wozniak, Residing at No. 3035 Elliott Street, City of Baltimore, John J. Worniak, No. 2004 Fleet Street, City of Baltimore, and Stanley J. Wozniak, residing at Glen Burnie, Anne Arundel County, State of Maryland, Commanding them to appear in this Court at some certain day to be named therein, and answer the premises and abide by and perform such Decree as may be passed herein; and also the Order of Publication giving notice to the said Dorothy W.Sheppard, who is a non-resident of the State of Maryland, and residing at No. 1147 Dorsey Place, Plainfield,

New Jersey, of the object and substance of this Bill, and warning her to appear in this Court in person or by Solicitor, on or before a certain day, to be named therein, to show cause, if any she may have why a Decree ought not to pass as prayed.

Pearl C. Wozniak, Plaintiff.

Robert. E. Kindred, Solicitor for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 22nd day of July, 1946, before me, the subscriber, a Notary Public of the STATE OF MARYLAND, in and for Anne Arundel County, personally appeared Pearl C. Wozniak, Plaintiff, in these proceedings, and made oath in due form of law that the matters and things set forth in the within Bill of Complaint are true to the best of her knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Viola Kindred
Notary Public.

Filed July 23, 1946.

PLAINTIFF'S EXHIBIT I = EXAMS. EXHIBIT I.

D E E D .

Rev. Stamp $1.00/100

THIS DEED, made this fourth day of June, in the year nineteen hundred and twenty, by the Curtis Creek Mining, Furnace and Manufacturing Company, a body corporate of the State of Maryland, of the first part, to James Wozniak and Frances Worniak, his wife, of Anne Arundel County, in said State, WITNESSETH:

THAT in consideration of the sum of Five Dollars ($5.00) to it in hand paid the receipt of which is hereby acknowledged, the said party of the first part doth hereby grant and convey unto the said party of the second part, their assigns the survivor of them, and the heirs and assigns of such survivor in fee simple.

ALL that piece or parcel of ground, situate, lying and being in Glen Burnie, in the 5th Election District of Anne Arundel County in the State aforesaid, known as Lots Nos. 1 and 2 of Block No. 50 on the Amended Plat of Glen Burnie, in the possession of the said Curtis Creek Mining Furnace and Manufacturing Company, intended to be recorded among the Land Records of Anne Arundel County, which said piece or parcel of ground is more particularly described as follows:

BEGINNING for the same at the corner formed by the intersection of the south west side of Second Avenue South as laid out on said Plat eighty feet (80 ft) with the South east side of Drum Point Avenue, as laid out on the said plat eighty feet (80 ft) wide and running thence along the south west side of Second Avenue south Southeasterly one hundred feet (Serly. 100 ft) thence parallel to Drum Point Avenue Southwesterly one hundred and fifty feet (Surly. 150 ft) to the northeast side of Third Alley south, thence along the northeast side of said Alley, with the use and benefit thereof in common with others Northwesterly one hundred feet (Nwrly) 100 to the South East side of Drum Point Avenue, and thence along the southeast side of Drum Point Avenue Northeasterly one hundred and fifty feet (Nerrly 150 ft) to the place of beginning.

BEING part of the same land, which was conveyed to the said Curtis Creek Mining, Furnace and Manufacturing Company by William W. Glenn, Trustee and Charles H. Pitts, by Deed bearing date the 22nd day of September, 1858, and recorded among the Land Records aforesaid in Liber N.H.G. No. 7, folio 342 &c.

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

TO HAVE AND TO HOLD the said lots and premises above described and mentioned and hereby intended to be conveyed together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said James Wozniak and Frances Wozniak, his wife, as tenants by the entireties, their assigns, the survivor of them,and the heirs and assigns of such survivor in fee simple forever.

AND the said Curtis Creek Mining, Furnace and Manufacturing Company covenants with the said James Wozniak and Frances Wozniak that it will warrant specially the property hereby granted and that it will execute such further assurances of the same as may be requisite.

And the said Curtis Creek Mining, Furnace and Manufacturing Company doth hereby constitute and appoint George G. Carey of Baltimore City, in the State aforesaid, to be its attorney for it and in its name and as and for its corporate act and deed to acknowledge this Deed before any person having authority to take such acknowledgments to the intent that the same may be duly recorded.

Witness the corporate seal of the said Curtis Creek Mining,Furnace and Manufacturing Company and the hand of its President.

Test: (Corporate Seal) John M. Glenn, President.

Hazel M. Wilson.

Attest:

John Slamp, Secretary.

STATE OF MARYLAND, Baltimore City, To Wit:

I Hereby certify that on this fourth day of June in the year nineteen hundred and twenty, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid personally appeared, George G. Carey the attorney named in the aforegoing Deed, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged, the said Deed to be the act of the Curtis Creek Mining, Furnace and Manufacturing Company.

Witness my hand and Notarial Seal.

(Notary Seal) Wm. D. Pumphrey, Notary Public

Recorded 7 July 1920 at 2 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I Here_by Certify, that the aforegoing Deed was truly taken and copied from LiberW.N.W. No. 27, folio 394, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 23rd day of July, A. D. 1946.

John H. Hopkins, 3rd, Clerk.

(Court Seal)

Filed July 23, 1946.

ORDER OF PUBLICATION

THE OBJECT OF THIS SUIT is to procure a Decree for the sale by Partition of improved real estate in Glen Burnie, Anne Arundel County, Maryland.

13

THE BILL states that James J. Wozniak departed this life intestate on the 27th day of April, 1944, leaving surviving him the parties hereto. That the said Defendants are not in the Military Service of the United States of America. That the improved real estate to be sold is known as

Lot No. 1, Block No. 50 Plat of Glen Burnie. That the said property has been appraised at $4,000.00. That the said property is free and clear of any liens and incumbrances; except costs of administration of Decedent's estate. That the said land is not susceptible of partition and division in kind; without material loss or injury to the parties hereto. That a Decree may be passed for the sale of said property and that Trustees may be appointed to make sale and divide the net proceeds among the parties in interest.

It is thereupon, this 23" day of July, 1946, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that the Plaintiff, by causing a copy of this Order to be inserted in some newspaper published in the County, once in each of four successive weeks before the 31" day of August, 1946, give notice to the said absent Defendant of the object and substance of this Bill warning her to appear in this Court in person or by Solicitor on or before the 16" day of September, 1946, next, to show cause, if any she has, why a Decree ought not to be passed as prayed.

John H. Hopkins, 3rd, Clerk.

Filed July 23, 1946.

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 12, 1946.

We hereby certify, that the annexed Order of Publication Pearl C. Wozniak was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County ,Maryland, once a week for 4 successive weeks before the 16th day of September, 1946. The first insertion being made the 25th day of July, 1946.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 5653 BY Mae Carlson.

Filed Sept. 17, 1946

PETITION AND AFFIDAVIT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE PETITION of Pearl C. Worniak, Mother and natural guardian of Stanley J. Wozniak, an infant, the Plaintiff in the above cause, respectfully represents:

THAT the said Stanley J. Worniak one of the Defendants in said cause, has been returned summoned, but being an infant he cannot answer and defend this suit for himself.

YOUR PETITIONER THEREFORE PRAYS your Honor to appoint a guardian ad litem to appear and answer for said infant.

AND as in duty bound, etc.

Pearl C. Wozniak Robert E. Kindred

Plaintiff. Solicitor for Plaintiff.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 7th day of August, 1946, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Pearl C. Wozniak Plaintiff, who made oath in due form of law, that the matters and facts set forth in the aforegoing Petition are true to the best of her knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Viola Kindred. Notary Public.

ORDERED by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, this 13" day of August,1946,that James C. Morton be, and he is hereby appointed GUARDIAN AD LITEM to appear and answer for Stanley J. Wozniak, an infant.

William J. McWilliams, A. J.

Filed 13 August, 1946.

ANSWER of Albert T.Wozniak, Edward Wozniak and John J. Wozniak.

To the Honorable, the Judges of said Court:

The Answer of Albert T. Wozniak, Edward Wozniak and John J. Wozniak, Defendants, by Noah A. Hillman, their Solicitor, to the Bill of Complaint herein filed respectfully show:

1. That the allegations of paragraphs One and Two of the Bill are admitted.

2. That the allegations of paragraph Three thereof, except as to residence and possession alleged, are matters of record and these defendants admit same.

3. That they admit the allegations of paragraphs Four, Five, Six and Seven of the Bill.

Having answered the Bill of Complaint as fully as they can, these defendants pray to be dismissed, with costs.

And, as in duty bound, etc.

Noah A. Hillman

Solicitor for Albert T. Wozniak, Edward Wozniak and John J. Wozniak, Defendants.

Filed August 19, 1946.

ANSWER OF GUARDIAN AD LITEM.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Stanley J. Wozniak, infant, one of the Respondents in the above entitled proceedings by James C. Morton, Jr., Guardian ad litem, for answer to the Bill of Complaint filed herein respectfully shows:

1. That he neither admits nor denies the allegations contained in the said Bill of Complaint but demands strict proof thereof.

Having answered the said Bill of Complaint as fully as he can and submitting to such decree as this Court shall deem equitable and proper to pass in the premises, he prays that his interest may be protected in such manner as shall be consistent with equity.

And, as in duty bound, etc.

James C. Morton, Jr.,

Guardian ad litem.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL , TO WIT:

I hereby certify that on this 27 day of August, 1946, before me, the subscriber, a Notary Public of the State of Maryland and for the County aforesaid, personally appeared James C. Morton, Jr., Guardian ad litem for Stanley J. Wozniak, infant, and made oath in due form of law that the matters and facts set forth in the foregoing Answer are true to the best of his knowledge and belief.

(Notarial Seal) CLEMENCE C. BURWELL, NOTARY PUBLIC

My Commission expires May 5, 1947.

Filed Aug. 27, 1946.

ANSWER OF DOROTHY W. SHEPPARD

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Dorothy W. Sheppard, by Noah A. Hillman, her Solicitor, to the Bill of Complaint herein filed, respectfully shows:

1. That the allegations of paragraphs 1 and 2 of the Bill are admitted.

2. That the allegations of paragraph 3 thereof, except as to residence and possession alleged, are matters of record, and this Defendant admits the same.

3. That she admits the allegations of paragraphs 4, 5, 6 and 7 of the Bill.

Having answered the Bill of Complaint as fully as she can, this Defendant prays to be dismissed, with costs.

And, as in duty bound, etc.

Noah A. Hillman,

Solicitor for Dorothy W. Sheppard.

Filed Oct. 15, 1946.

TESTIMONY ON BEHALF OF THE PLAINTIFF.

PRESENT:-

Mr. Robert E. Kindred, Solicitor for Plaintiff.

Mr. Noah A. Hillman, Solicitor for aduly defendants.

Mr. James C. Morton, . . , Guardian ad Litem.

Mr. John S. Strahorn, Examiner

Juliet D. Strahorn, Court Stenographer.

°°°°°°Agreement of counsel to waive signatures.

WITNESSES:-

Clemence C. Burwell, ----------2 to 3

Pearl C. Wozniak, ---- - --------- 4 to 6

Exhibits filed ------- 6 and 7

Clemence C. Burwell, a witness of lawful age, being first duly sworn, deposes and says:-

(Kindred)

1. State your name, residence and occupation?

A. Clemence C. Burwell, West River, Anne Arundel County, Md.;Deputy Register of Wills for Anne Arundel County.

2. As such Deputy Register of Wills you have the custody of certain papers in the case of the Estate of James J. Wozniak, deceased?

A. Yes.

3. Among those papers have you an appraisement of the real estate?

A. Yes.

4. Will you tell the Court what the property is appraised for and what the property consists of?

A. All that lot of ground situate lying and being in Glenburnie, Lot No. 1 on Block 50 of the Amended Plat of Glenburnie, lot and improvements at $4,000.

5. Who were the appraisers?

A. Ernest R. Smoot and Frederick W. Keuthe.

6. Has that appraisement been approved by the Orphans Court?

A. Yes, on February 13th, 1945.

7. Among those papers you have a Notice to Creditors?

A. Yes, certificate of publication of Notice to Creditors.

9. When was the publication on that?

A. December 19th, 1944, expired June 22nd, 1945.

10. Has that certificate been filed with the Court?

A. Yes, in January, 1945.

11. The Orphhans Court will require under the Law a tax on real estate, what will that tax be?

A. 1% of the appraised value of the property, $40.

12. There are certain other Court costs that will be involved?

A. Yes.

13. Are there any other bills filed against the estate?

A. Not at this time.

No Cross Examination.

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

A. No.

Signature waived by agreement of counsel.

Pearl C. Wozniak, the plaintiff, being fiest duly sworn, deposes and says:-

(Kindred)

1. State your name and residence?

A. Pearl C. Wozniak, 100 SE Second ave, Glenburnie, Md.

2. You are the widow of James J. Wozniak, deceased?

A. I am.

3. You spoke of residing in Glenburnie, do you reside on Lot No. 1 Block 50?

A. I do.

4. That was your home place?

A.That's right.

5. When did your husband die?

A. April 27th, 1944.

6. Who did he leave surviving him as his heirs at law?

A. He left me, his widow, Pearl C. Wozniak, and my son Stanley Wozniak, and by a former wife, Frances, he left four children, namely:

Edward Wozniak

Albert Wozniak

John Wozniak and

Dorothy Sheppard, all of whom are adults and living.

7. When did his former wife, Frances, die?

A. February 13th, 1924 I think it was.

8. When did you marry the deceased, James J. Wozniak?

A. September 20th, 1925.

9. Stanley, your son, is not of age?

A. No, he is 19 years old.

10. Are any of the defendants in the Military service of the U.S. at this time?

A. Not now.

11. Was your husband during his life time seiazed and possessed of any real estate in Anne Arundel County?

A. Yes, he owned Lot No. 1 Block 50 and improvements in Glenburnie.

12. Will you state exactly what the improvements are on that property?

A. Seven rooms and bath, and double garage.

13. What is the construction of the house?

A. Two story stucco house.

14. What is the construction of the garage?

A. It is frame, wood shingles.

15. You have heard the testimony of the Deputy Register of Wills in which she states the property was appraised at $4,000. would you say that was a fair amount as of today for it?

A- Yes, I think it should be about that.

16. What is your estimate of the valuation?

A. $5000 or $5500.

17. Look at this deed which is a certified copy of the original deed dated June 4th, 1920 recorded among the Land Records of Anne Arundel County in WNW 27,fol. 394, which deed contains Lots 1 and 2 of Block 50, can you tell us what happened to Lot No. 2?

A. Yes, that was sold to William P. Diller during the life time of my husband, in 1927.

°°°°Same offered as Examiner's Exh. 1.

18.So at the time of his death he owned Lot No. 1 Block 50?

A. That's right.

19. Are there any liens or encumbrances on this real estate at this time?

A. No there is not any.

20. No mortgage, and the taxes are paid?

A. That's right.

21. Is this lot and improvements susceptible of division in kind or partition among all the heirs without loss or injury to the parties?

A. I don't think so.

22. Why do you say that?

A. You could not divide the house up and the only way I know of would be to sell it and divide the proceeds to the individuals.

23. Then you would say it was necessary that this real estate be sold and the proceeds divided?

A. That's right.

24. The Orphans Court records do not show any claims filed against this estate,did you receive a funeral bill?

A. I did.

25. What happened to that, did you pay it?

A. I did.

26. What was the amount of the bill?

A. I really do not recall what it was.

27. Will you file this Bill in the estate in the Orphans' Court?

A. Yes.

Cross Examination.

(Hillman)

1. Have the taxes, assessments and other charges and fire insurance against the property been paid?

A. Yes.

2. Have the taxes for 1944 been paid?

A. Yes, I paid them from my funds.

3. Have the taxes for 1945 been paid?

A. Yes, I paid them.

4. Have the taxes for 1946 been paid?

A. Yes, I paid them.

5. Have you had any other expenses on the property incurred prior to your husband's death that you have paid since his death?

A. The last Doctor's bill was $10 I paid that after his death.

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

A. No.

Signature waived.

(Hillman)

I desire to file letter dated August 5th, 1946 from Albert, Edward and John Wozniak, authorizing me to file Answers for them and suggesting that everything be done which will hasten the public sale of the property at the highest price obtainable.

Defendants' Exam. Exh. A

(Hillman)

Also file letter dated September 3rd, 1946 from Dorothy W. Sheppard of 1147 Dorsey Place, Plainfield, N. J., likewise authorizing me to file an Answer, and that everything be done to hasten the sale of the property at public sale at the highest price.

Defendants' Exam. Exh. B

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

Witness my hand and seal this 15th day of October, 1946.

Jno. S. Strahorn (Seal)

Examiner.

Filed October 15, 1946.

Examiners Exh. A

NOAH A. HILLMAN,
Attorney-at-Law
Annapolis, Maryland.
Maryland Hotel Bldg. Telephone 3131.

August 5, 1946.

Noah A. Hillman,
Attorney at Law
Annapolis, Md.

Dear Sir:

We, Albert T. Wozniak, Edward Wozniak, John J. Wozniak and Dorothy W. Sheppard, heirs at law of James J. Wozniak do hereby authorize you to represent us in the case pending in the Circuit Court for Anne Arundel County, Maryland, Number 9074 Equity. We authorize you to file suitable answers and suggest that everything be done which will hasten a public sale for the property at the highest price obtainable.

Albert T. Wozniak

Edward Wozniak

John J. Wozniak

Not filed.

Exam. Exh. B.

1147 Dorsey Place, Plainfield, N.J.

September 3, 1946.

Mr. Noah A. Hillman,

Attorney at Law,

Annapolis, Maryland.

Dear Mr. Hillman:

Please accept this letter as your authority to represent me, Dorothy W. Shepperd, heir at law of James J. Wozniak, in the case pending in Circuit Court for Anne Arundel County, Maryland, Number 9074 Equity.

I authorize you to file suitable answers and suggest that every thing be done which will

hasten a public sale for the property at the highest price obtainable.

Kindly acknowledge receipt of this authorization.

Sincerely

(Mrs.)Dorothy W. Shepperd.

Not filed.

DECREE

THIS CAUSE standing ready for hearing and being submitted, proceedings were read and considered.

IT IS THEREUPON, This 4 day of November, 1946, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED AND DECREED, that the property mentioned in the proceedings be sold.

THAT ROBERT E. KINDRED and NOAH A. HILLMAN, be, and they are hereby appointed TRUSTEES to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by themselves, and surety or sureties, to be approved by said Clerk, in the penalty of Seventy five hundred ($7,500.00) Dollars, conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any future Decree or order in the premises; They shall proceed to make said sale having given at least four weeks notice by advertisement, inserted in a weekly newspaper published in Anne Arundel County and in addition they may also give a short notice in one or more newspapers published in the City of Baltimore, as they may deem proper, of the time, place & manner and tersm of sale, which terms shall be as follows:

A deposit of $500.00 will be required of the purchaser or purchasers on the day of sale, the balance of the purchase money, with interest thereon at six per centum per annum, to be paid upon final ratification of the sale and to be secured to the satisfaction of the Trustees. The said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and the fairness of said sale; and on obtaining the satisfaction of the Court of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient Deed, to be executed acknowledged and recorded according to law, at the expense of the purchaser or purchasers, conveyed too the purchaser or purchasers, his, her, it or their heirs or successors, the property mentioned in these proceedings, clear and discharged from all claim of the parties hereto,Plaintiffs and Defendants, and those claiming by, from or under them or either of them.

AND the said TRUSTEES shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting costs of said sale, court costs of this cause and such commissions to the said Trustees as this Court shall deem proper to allow in consideration of the skill, attention and fidelity therewith they shall appear to have discharged their trust.

William J. McWilliams, Judge.

Filed Nov. 4, 1946.

B O N D

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY STATE OF MARYLAND.

KNOW ALL MEN BY THESE PRESENTS: That we, ROBERT E. KINDRED and NOAH A. HILLMAN, as Principals, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Dollars, ($7,500.00) to be paid to the said State or its certain Attorney, to which payment, well and truly

TO BE MADE, WE BIND OUSELVES AND EACH OF US, OUR AND EACH OF OUR HEIRS, EXECUTORS, ADMINISTRATORS, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and datedthis 31st day of October, in the year of our Lord one thousand, nine hundred and forty-six,

WHEREAS THE ABOVE BOUNDEN S, ROBERT E. KINDRED and NOAH A. HILLMAN by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County have been appointed trustees to sell the real estate mentioned in the proceedings in the case of PEARL C. WOZNIAK, Plaintiff versus ALBERT T. WOZNIAK, et al, Defendants, now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above boundens ROBERT E.KINDRED and NOAH A. HILLMAN do and shall well and faithfully perform the trust reposed in them by SAID DECREE, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Jane Faudree

ROBERT E. KINDRED (SEAL)

NOAH A. HILLMAN (SEAL)

(Corporate Seal)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Harold T.Axtall

Bond Approved: Dec. 18, 1946.

John H. Hopkins, 3rd, Clerk.

Filed December 18, 1946.

ROBERT E. KINDRED, ATTORNEY, GLEN BURNIE, MARYLAND

NOAH A. HILLMAN, ATTORNEY, ANNAPOLIS, MARYLAND.

TRUSTEE'S SALE

Of Valuable FEE SIMPLE PROPERTY No.101 SECOND AVENUE, S.E. Glen Burnie, Maryland.

By virtue of a decree of the Circuit Court for Anne Arundel County, No. 9074 Equity, passed on the 4th day of November, 1946, in a cause pending, Pearl C. Wozniak vs Albert T. Wozniak et al the undersigned trustees will offer at public auction on the premises on FRIDAY,DEC.13th,1946 at 3:00 o'clock P.M. The following described property:

Lot No. 1, Block 50, Amended Plat No. 4 (Cab. 1,Rod R, Plat 14), improved by a two story stucco dwelling with seven rooms and bath, and a double frame garage Premises now occupied by Plaintiff. (For chain of title see W.N.W. No. 27-394). Situate in the center of Glen Burnie one block east of the Crain Highway. Every modern convenience, including water and sewer service.

Inspection by appointment daily from 2 to 4 P.M., Monday through Friday. Call Glen Burnie 28-W for appointment.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of sale, the balance of the purchase money, with interest thereon at six per cent per annum, to be paid upon final ratification of sale.

All taxes, assessments and other public charges to be adjusted to the day of sale.

ROBERT E. KINDRED,TRUSTEE,
Glen Burnie, Maryland
Telephone Glen Burnie 2.
NOAH A. HILLMAN, TRUSTEE,
Telephone Annapolis 3131.

I HEREBY CERTIFY, that I have this 13th day of December, 1946, sold the property described in the within hand bill at and for the sum of $6700.00 to PEARL C. WOZNIAK and Stanley J. Wozniak, they being then and there the highest bidder for the same; and do further CERTIFY, that the sale was fairly made.

W. B. Elliott ,Auctioneer

WE, hereby Certify, that we have this 13th, day of December, 1946, purchased from Robert E. Kindred and Noah A. Hillman, Trustees, the property described in the within hand bill, at and for the sum of $6,700.00; and agree to comply with the terms of sale.

AS WITNESS our hand seal

Attest: Pearl C. Wozniak (SEAL)

Anthony Leone Stanley J. Wozniak (SEAL)

Filed Dec. 18, 1946.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE REPORT OF SALE of Robert E. Kindred and Noah A. Hillman Trustees appointed by the Court to make sale of the real estate mentioned in these proceedings respectfully shows:

THAT after giving Bond with approved security, and after giving notice of the time,place, manner and terms of sale by advertisement in the Maryland Gazette, a weekly newspaper published in Anne Arundel County for at least four weeks, they did pursuant to said notices attend the premises on Friday, December 13th, 1946, at 3:00 o'clock P.M., and then and there proceed to sell said real estate mentioned as follows:

Lot No. 1, Block 50, Amended Plat No. 4,(Cab. 1, Rod R. Plat 14) improved by a two story stucco dwelling with seven rooms and bath, and a double frame garage.

FOR CHAIN OF TITLE SEE: W.N.W. No. 27 folio 394, 6-4-1920.

THEY OFFERED the said Land and Improvements for sale at Public Auction and sold the same to PEARL C. WOZNIAK and STANLEY JOSEPH WOZNIAK for the sum of $6,700.00 they being then and there the highest bidder for said property. And the said Trustees file herewith and as a part hereof Auctioneer'sCertificate and Purchaser's Agreement.

AND as in duty bound, etc.

Robert E. Kindred

Noah A. Hillman,

Trustees.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 18th day of December, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,personally appeared ROBERT E. KINDRED and NOAH A. HILLMAN, TRUSTEES, and each made oath in due form of law, that the matters and facts set forth in the within Report of Sale are true to the best of their knowledge and belief; and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

(Notarial Seal) Lillian M. Fine, Notary Public.

Filed Dec. 18, 1946.

ORDER NISI

Ordered, this 18" day of December, 1946, That the sale of the property mentioned in these proceedings made and reported by Robert E. Kindred and Noah A. Hillman,Trustees, BERATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20" day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne ArundelCounty,once in each of three successive weeks before the 20" day of January next.

The report states that the amount of sale to be $6,700.00

John H. Hopkins, 3rd, Clerk.

Filed 18 Dec. 1946.

CERTIFICATE OF PUBLICATION

Annapolis, Md. January 14th, 1947.

We hereby certify that the annexed Order Nisi PEARL C. WOZNIAK was published in MARYLAND GAZETTE, a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of January, 1947,. The first insertion being made the 26th day of December, 1946.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG 9334

BY Mae Carlson.

Filed January 31, 1947.

FINAL ORDER

ORDERED BY THE COURT, this 3 day of February, 1947,that the sale made and reported by the Trustees aforesaid, be and the same_hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

William J. McWilliams, A.J.

Filed 3 February, 1947.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that _he has examined the proceedings in the above entitled cause, and from them _he has stated the within account. February 8, 1947.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Pearl C Wozniak vs Albert T. Wozniak, et al in ac.

To Trustees for Commissions, viz:		232.86
To Trustees for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	22.75	
Sheriff's costs (J.H.G. and J.C.D.)	6.40	
Auditor - stating this account	22.50	71.65
To Trustees for Expenses, viz:		
Capital-Gazette Press-Order of Publication	28.00	
Capital-Gazette Press- Advertising sale	23.00	
Capital-Gazette Press- handbills	6.50	
Capital-Gazette Press- Order Nisi (Sale)	5.00	
Capital-Gazette Press-Order Nisi (Acct.)	5.00	
U.S. Fidelity & Guaranty Co-bond premium	30.00	
William B. Elliott-Auctioneer's fee	21.00	
Clerk of Court-certified copy	1.50	
John S. Strahorn-Examiner's fee	8.00	
James C. Morton - Guardian ad litem	4.00	
Juliet D. Strahorn-Stenographer	5.00	
Viola Kindred- notary fees	1.50	
Lilliam M. Fine - notary fees	.75	139.25

To Trustees for Administration Expense and Claims filed, Viz:		
Capital-Gazette Press- notice to creditors	5.00	
Ernest R. Smoot-appraiser's fee	4.00	
Frederick W. Keuthe-Appraiser's fee	4.00	
Register of Wills- Court costs	10.60	
Pearl C. Wozniak-two-thirds of claim filed,as per stipulation between the parties dated January 21,1947	197.48	221.08
BALANCE FOR DISTRIBUTION $6,097.16		
DISTRIBUTED AS FOLLOWS TO THE HEIRS OF JAMES J.WOZNIAK:		
To Pearl C. Wozniak, Widow, one-third	2,032.39	
Less 1% direct inheritance tax	20.32	2,012.07
To Albert T.Wozniak,son -two-fifteenths	812.95	
Less 1% direct inheritance tax	8.13	804.82
To Edward Wozniak, son-two-fifteenths	812.95	
Less 1% direct inheritance tax	8.13	804.82
To John J. Wozniak, son-two-fifteenths	812.95	
Less 1% direct inheritance tax	8.13	804.82
(ASSIGNED to Arthur H.Miller by agreement dated January 17, 1947,filed in these proceedings,to secure the payment of note for $275.00,with interest at 6% per annum from January 17, 1947)		
To Dorothy W. Shepperd, daughter-two-fifteenths	812.96	
Less 1% direct inheritance tax	8.13	804.83
To Stanley J. Wozniak, Son-two-fifteenths	812.96	
Less 1% direct inheritance tax	8.13	804.83
To R. Glenn Prout,Register of Wills- Total direct inheritance tax		60.97
		6,762.00

with	Robert E. Kindred and Noah A. Hillman, Trustees			Cr.
1946				
Dec. 3	Proceeds of Sale		6,700.00	
	Interest on deferred payment		62.00	6,762.00
				6,762.00

Filed February 11, 1947

ORDER NISI

ORDERED, This 11" day of-February, 1947, 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 15" day of March,next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15" day of March next .

John H. Hopkins, 3rd, CLERK.

Filed February 11, 1947.

CERTIFICATE OF PUBLICATION

Annapolis, Md. March 17, 1947.

We hereby certify, that the annexed Order Nisi Pearl C. Wozniak was published in MARYLAND GAZETTE, a newspaper published in the City of Annapolis,Anne Arundel County,Maryland, once a week for 5 successive weeks before the 15th day of March,1947. The first insertion being made the 20th day of February,1947.

THE CAPITAL-GAZETTE PRESS, INC.

8236 By Mae Carlson.

Filed March 18, 1947.

FINAL ORDER

ORDERED BY THE COURT, this 18th day of March, 1947, that the aforegoing Report and Account of the Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

William J. McWilliams,

Filed 18 March, 1947.

BILL OF COMPLAINT.

PLUMMER IRELAND and	:	
ELIZABETH IRELAND, his wife,	:	No. 9076 EQUITY
FRANK M. IRELAND and	:	IN THE
ELSIE IRELAND, his wife,	:	CIRCUIT COURT
ANNIE SEEDERS and	:	
JAMES SEEDERS, her husband, and	:	FOR
RUTH HARDESTY and	:	
ROBERT HARDESTY, her husband,	:	ANNE ARUNDEL COUNTY
vs	:	
ELEANOR TAYLOR and	:	
FRANK TAYLOR, her husband.	:	

::::::::::

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATORS, complaining,say:

FIRST: That GERTRUDE IRELAND, late of Anne Arundel County, Maryland, deceased, was in her lifetime seized and possessed of a tract or parcel of land lying in the First Election District of Anne Arundel County aforesaid at or near Lothian, Maryland, acquired from Ida Moreland and others by deed dated December 22, 1916, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 133, folio 405, a certified copy of which deed is filed herewith and marked "Complainants' Exhibit A".

SECOND: That said tract consists of approximately twenty-one acres and is improved by a frame, two and one-half story dwelling; two frame tobacco barns; a frame stable and corn house,combined; a one-story, frame storage shed; a frame henhouse; and a frame meathouse.

THIRD: That being so seized and possessed, the said GERTRUDE IRELAND departed this life on or about the 23rd day of August, 1945,intestate, and left surviving her the following children, to whom, as her only heirs at law, the said land has descended:

(1) PLUMMER IRELAND, one of your orators, a son, of full legal age, who has intermarried with ELIZABETH IRELAND, and who resides at Birdsville, Maryland;

(2) FRANK M. IRELAND, one of your orators, a son, of full legal age, who has intermarried with Elsie Ireland, and who resides at Lothian, Maryland;

(3) ANNIE SEEDERS, one of your orators, a daughter, of full legal age, who has intermarried with JAMES SEEDERS, and who resides at Lothian, Maryland;

(4) RUTH HARDESTY, one of your orators, a daughter, of full legal age, who has intermarried with ROBERT HARDESTY, and who resides at Deale, Maryland.

(5) ELEANOR TAYLOR, one of the respondents, a daughter, of full legal age, who has intermarried with FRANK TAYLOR, and who resides at Birdsville, Maryland.

FOURTH: That your oratrix, ANNIE SEEDERS, was appointed administratrix of the personal estate of the said GERTRUDE IRELAND, deceased, by the Orphans' Court of Anne Arundel County and has since administered and closed said estate in proper form.

FIFTH: That this property is not susceptible of division in kind without loss or injury to the parties involved; and your orators, by reason thereof, feel that a public sale of said land should be made and the proceeds divided among those entitled to the same, according to their respective interests.

TO THE END, THEREFORE:

(1) THAT a decree may be passed by this Honorable Court authorizing a public sale of the property herein mentioned.

(2) THAT a distribution of the proceeds of such sale may be made according to the respective interests of the parties.

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

MAY IT PLEASE YOUR HONORS to grant unto your orators the writ of subpoena directed to the said ELEANOR TAYLOR and FRANK TAYLOR, her husband, who resides at Birdsville, Maryland, near Moreland's Store, commanding them to be and appear in this Honorable Court at some day certain to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman,

Solicitor for Complainants.

Filed July 25, 1946.

COMPLAINANT'S EXHIBIT A

D E E D

THIS DEED, Made this Twenty-second day of December, in the year one thousand nine hundred and sixteen by Ida Moreland and Morris Moreland, her husband; Mattie Drury and PlummerDrury, her husband, Robert S. Brady; Wye Dorsey Brady and Emma Brady, his wife, of the first part to Gertrude Ireland of the second part;

WITNESSETH, that in consideration of five dollars and other good and valuable considerations the said parties of the first part do do grant and convey unto the said party of the second part, her heirs and assigns, in fee simple, all that tract of land situate, lying and being in the first district of Anne Arundel County and described as follows, that is to say:

BEGINNING for the same at a persimmon tree now marked with two blazes and 6 notches near the entrance to the main dwelling and on the south and west side of the public road leading through the farm from Lothian to Bayard Post Office; said persimmon tree the beginning also

of Lots Nos. 1 and 4 and run from said tree and with Lot No. 2 North 16°50' West 47 17/100 perches to a post in the last line of Bear Ridge, thence leaving Lot No. 2 and run with the said last line of Bear Ridge South 86° 45' East 102.68/100 perches to the beech tree, the beginning of the whole survey; thence with the first line of the whole survey SSouth 3° 6' West 25 8/100 perches to a post; thence leave said first line and run south 80° 44' West 88 67/100 perches to the beginning - (Containing twenty-one acres of land more or less)

Being Lot No. 3 in the division of the real estate of Samuel Brady, deceased, situate, lying and being in the first Election District of Anne Arundel County aforesaid.

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

To have and to hold the said tract of land and premises; above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Gertrude Ireland, her heirs and assigns forever in fee simple.

And the said parties of the first part hereby covenant that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of the said land and premises as may be requisite.

WITNESS the hands and seals of said grantors.

IDA MORELAND (SEAL)
MORRIS MORELAND (SEAL)
MATTIE DRURY (SEAL)
PLUMMER DRURY (SEAL)
ROBERT S. BRADY (SEAL)
WYE DORSEY BRADY (SEAL)
EMMA BRADY (SEAL)

Test:

John Shepherd

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 22d. day of December in the year one thousand nine hundred and sixteen, before me, the subscriber, a Justice of the Peace, of the State of Maryland, in and for the County aforesaid, aforesaid, personally appeared Ida Moreland,and Morris Moreland, her husband, Mattie Drury and Plummer Drury, her husband, Robert S. Brady, Wye Dorsey Brady and Emma Brady, his wife, , and they acknowledged the foregoing Deed to be their act.

John Shepherd, Justice of the Peace.

Recorded 8 Jan. 1917, in Liber G. W. No. 133, folio 405 &c,Anne Arundel County Records.

Filed July 25, 1946.

ANSWER TO BILL OF COMPLAINT.

The answer of the defendants respectfully shows:

1. That they admit all of the facts alleged in the bill of complaint, except paragraph 4 that the personal estate has been administered and closed, to which the defendants say that additional assets are to be included in the inventory and proper distribution has yet to be made, but no rights of creditors of the decedent are involved and it need not interfere with the partition sale prayed for in this proceeding.

Further answering, the defendants allege that the property described in paragraph 2 of the bill of complaint consists also of crops in the ground, which ought to be included in the sale prayed for.

The defendants consent to the relief prayed.

And having fully answered they pray to be hence dismissed with their costs.

AND AS IN DUTY BOUND, ETC.

E. Klawans,

Solicitor for the defendants.

Filed August 6, 1946.

TESTIMONY ON BEHALF OF PETITIONERS.

PRESENT:-

Mr. Albert J. Goodman, Solicitor for Plaintiffs.

Mr. Emanuel Klawans, Solicitor for Defendants.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

----------Agreement of Counsel to waive signatures.

WITNESSES:-

Annie M. Seeders,----------2 to 3

Ruth Hardesty---------- -4

Plummer Ireland,----------5

Frank Ireland,----------6

Patrick J. White,----------7 to 8

Annie M. Seeders, one of the Plaintiffs, being first duly sworn deposes and says:-

(Goodman)

1. State your name and residence?

A. Annie M. Seeders, Lothian, Md.

2. Are you married, what is your husband's name?

A. Yes, my husband is James C. Seeders.

3. Was Gurtrude Ireland your mother?

A. Yes.

4. Is she living now?

A. No, she died August 23rd, 1945.

5. Did she leave a Last Will and Testament?

A. She left no will.

6. Who survived her at her death?

A. Five children, three girls and two boys.

7. Will you name them?

A. Eleanore Taylor, wife of Frank Taylor,

Plummer Ireland who intermarried with Elizabeth Ireland

Frank M. Ireland, whose wife is Elsie Ireland,

Annie Seeders, (myself) whose husband is James C. Seeders,

Ruth Hardesty whose husband is Robert Hardesty.

They are all of full age.

8. When did your father die?

A. He died about eight years before mother died.

9. Did your mother own any real estate in Anne Arundel County at the time of her death?

A. Yes, she owned a farm in the 8th Election District of Anne Arundel County,Maryland, near Lothian.

10. From whom did she get this property?

A. She acquired it by deed from Ida Moreland and others to Gertrude Ireland, the deed dated December 22nd, 1916, recorded in Liber G. W. 133, folio 405.

-----Deed filed as Examiner's Exh. 1.

11. How many acres of land in this tract?

A. 21 acres, more or less.

12. In what manner is this property improved?

A. We have two tobacco barns, one stable and corn house combined, one frame shed, one hen house, one frame meat house.

13. Who was appointed Administratrix of your mother's estate?

A. I was.

14. Have you filed a final account in your mothers estate?

A. Yes, in the Orphans Court of Anne Arundel County.

15. Is this property susceptible of division in kind among those who are entitled to it?

A. I don't think it could be.

16. What do you think ought to be done with this property?

A. We want it sold at public sale and the money divided equally among the children.

17. Was Notice to Creditors published in your mother's estate?

A. Yes.

18. What value do you place on this property?

A. We value it at $6,000.

19. Are all the parties interested adults over the age of 21 years?

A. Yes.

20. Is it possible for you heirs to agree among yourselves as to a satisfactory division of this property in kind?

A. No. Four of us agree but the othr sister won't agree.

21. Is the land being cultivated?

A. Yes it is my husband and myself as tenants.

22. How long have you occupied it as tenants?

A. About five years, as tenants and share croppers, we raise tobacco and corn.

23. Is the tobacco fully grown now?

A. Yes it is, we are harvesting it now, I guess it will be in by the end of another month.

24. Who has an interest in this tobacco?

A. My husband and myself have a half interest and the other half interest belongs to the children of my mother. The corn belongs to my husband.

25. Is there any encumbrance against this property, any mortgage?

A. No. No Cross Examination.

To the general question under the rule the witness says:- A. No.

Ruth Hardesty, one of the Plaintiffs, being first duly sworn, deposes and says:- (Goodman)

1. You are Ruth Hardesty, a daughter of Gertrude Ireland, and Robert Hardesty is your husband?

A. Yes.

2. Did you hear the testimony of your sister, Mrs. Annie Seeders which she has just given?

A. Yes.

3. Is this testimony the substantially the same as you would give were you asked the same questions?

A. Yes it is the same.

4. In other words you two feel it is impossible to divide this land among the children and it should be put up at public sale and the money derived from such sale divided among them?

A. Yes, that's right.

5. The heirs at law named by your sister are all of the heirs at law of your mother, Gertrude Ireland?

A. Yes.

No Cross Examination.

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

A. No.

JAMES PLUMMER IRELAND, ONE OF THE PLAINTIFFS,BEING FIRST DULY SWORN,DEPOSES AND SAYS:

(Goodman)

1. You are James Plummer Ireland, and your wife is Elizabwth Ireland, You are a son of Gertrude Ireland named herein?

A. Yes.

2. When did your mother die?

A. She died August 23rd, 1945.

3. Did you hear the testimony of your sister Mrs. Seeders just given as to her ownership of this property, and the heirs at law of your mother and other matters?

A. Yes I did.

4. Is that substantially the same testimony you would give if you were asked the same questions,

A. That's right.

5. In your opinion it is impossible to divide the land among the heirs of your mother,and you think the property should be sold at public sale and the money divided among them?

A. Yes, that's right.

No Cross Examination.

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

A. No.

Frank M. Ireland, one of the Plaintiffs, being first duly sworn,deposes and says:

(Goodman)

1. You are one of the sons of Gertrude Ireland and your wife is Elsie Ireland?

A. Yes.

2. You have heard the testimony given by your sister, Mrs. Seeders, just a whole ago?

A. Yes.

3. Is that substantially the same testimony you would give if you were asked the same questions?

A. Yes.

4. In your opinion then it is impossible to divide this property among the children of Gertrude Ireland?

A. Yes because it is only 100 feet front on the Main road and no one would have a right of way to the place, my sister would not agree to it.

5. In your opinion then this land should be put up at public sale and the proceeds of such sale divided among the heirs at law?

A. Yes.

No Cross Examination.

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

A. No.

Patrick J. White, a witness of lawful age, being first duly sworn deposes and says: (Goodman)

1. State your name and residence?

A. Patrick J. White, Edgewater, Anne Arundel County, Md.

2. What is your occupation?

A. Realtor, Real Estate Broker.

3. How long have you been engaged in the Real Estate business in Anne Arundel County?

A. 14 years.

4. Are you acquainted with the farm property located in the First Election District of Anne Arundel County near Lothian, owned by Gertrude Ireland in her life time?

A. Yes.

5. Did you have occasion to inspect this property for the purpose of appraisal?

A. Yes, I made the inspection on August 16th, 1946.

6. Will you describe this land and improvements to us please?

A. I went all over the land and spoke to several farmers and others at the Post Office. There are 21 acres of land which I valued at $2100.00. Then I went all through the two tobacco barns, one a little better than the other and combined I put a value on them of $2000.00. A ten room dwelling quite old I put value on that of $1400.00. Stable and corn house at $250. and frame shed $50.,total 300.00 Hen house back of the dwelling at $150. and meat house $50. $200.00 $6000.00.

7. In your opinion is this property susceptible of partition in kind among the parties to this suit?

A. No sir it is not.

8. What, in your opinion, should be done with the property under the circumstances?

A. Sell it as a whole at public sale and divide the money arising from said sale among the heirs.

9. What, in your opinion, is a fair market value of this land and the improvements thereon?

A. It would be between $5500. and $6000. ,depends on conditions at time of sale .

No Cross Examination.

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

A. No.

There being no other witnesses to be examined on behalf of the Plaintiffs at this time, and no further testimony deired on their behalf this testimony is noe closed, and, at request of plaintiff's solicitor, is returned to the Court.

Witness my hand and seal this 24th day of August, 1946.

Jno. S. Strahorn. (Seal)

Examiner.

Filed August 24, 1946.

SUBMISSION FOR DECREE

TO THE HONORABLE, THE JUDGESOF SAID COURT:

The above case is respectfully submitted for decree, and the 41st general equity rule

is hereby waived.

Albert J. Goodman, Solicitor for Complainants

Emanuel Klawans, Solicitor for Respondents.

Filed August 26, 1946.

DECREE FOR SALE OF REAL ESTATE

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

IT IS THEREUPON, this 26" day of August, 1946, by the Circuit Court for Anne Arundel County sitting in Equity adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold for the purpose of partition among the parties; that ALBERT J. GOODMAN and EMANUEL KLAWANS be, and they are hereby appointed trustees to make said sale; and that the course and manner of their proceedings shall be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and a surety or sureties, to be approved by this Court, in the penalty of $6,000.00, conditioned for the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises. They shall then proceed to make the said sale, having given at least three weeks' notice by advertisement inserted in some newspaper published in Anne Arundel County and such other notice as they may think proper of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of $500.00 to be paid in cash on the day of sale, deferred payments to bear interest at six per cent per annum from the day of sale; and if not sold at public sale on the day so advertised, the trustees shall proceed to make sale at either private or public sale to the best advantage and upon the terms above set forth; and as soon as may be convenient after any such sale, the said trustees shall return to this Court a full and particular account of the same, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on the ratification of such sale by the Court and on the payment of the whole purchase money, and not before, the said trustees shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers of said property, his, her or their heirs, the property and estate to him,her or them sold, free, clear and discharged from all claims of the parties hereto, complainants and respondents, and those claiming by, from and under them or either of them; and the said trustees shall bring into this Court the money arising from said sale or sales, to be distributed under the direction of this Court after deducting the costs of this suit and such commission to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

William J. McWilliams, Judge

Filed August 26, 1946.

B O N D .

AMERICAN SURETY COMPANY OF NEW YORK.

KNOW ALL MEN BY THESE PRESENTS, That We, Albert J. Goodman and Emanuel Klawans, Trustees, as PRINCIPAL, AND AMERICAN SURETY COMPANY OF NEW YORK ,as Surety and duly authorized to transact business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of SIX THOUSAND ($6,000.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, w e bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated the 3rd day of SEPT.

Nineteen Hundred and 46 WHEREAS, by virtue of a power of sale contained in a decree of the Circuit Court for Anne Arundel County, bearing date on or about the 26 day of August,1946 and passed in a cause entitled Plummer Ireland, et al vs Eleanor Taylor, et al No. 9076 Eq. the said Albert J. Goodman and Emanuel Klawans, Trustees are authorized and empowered to make sale of the property described in said proceedings. And whereas the said Albert J. Goodman and Emanuel Klawans, Trustees, are about to execute said power and make sale of the property described as aforesaid in said proceedings.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the about bounden Albert J. Goodman and Emanuel Klawans, Trustees do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Albert J. Goodman (SEAL)

WITNESS: Emanuel Klawans (SEAL)

(CORPORATE SEAL)

Charlotte C. Dudrew AMERICAN SURETY CO. OF NEW YORK.

By Thomas G. Basil

Approved this 5" day of Sept. 1946.

John H. Hopkins, 3rd, Clerk.

Filed Sept. 5, 1946.

AGREEMENT OF PURCHASERS CERTIFICATE OF AUCTIONEER

WILLIAM B. ELLIOTT, AUCTIONEER

TRUSTEE'S SALE OF VALUABLE FARM LAND

LOCATED NEAR LOTHIAN,FIRST ELECTION DISTRICT , ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated the 26th day of August, 1946, and passed in a cause in said Court pending, wherein Plummer Ireland et al, are complainants, and Eleanor Taylor, et al, are respondents, the undersigned will offer at public sale at the Court House door in the City of Annapolis, Maryland, on

FRIDAY, OCTOBER 4, 1946 at 11 o'clock A.M.

All that piece or parcel of land consisting of twenty-one acres , more or less, and described as follows:

Beginning for the same at a persimmon tree, now marked with two blazes and six notches, standing near the entrance to the main dwelling and on the south and west side of the public road leading through the farm from Lothian to Bayard Post Office, said persimmon tree the beginning also of Lots Nos. 1 and 4; and run from said tree and with Lot No. 2, north 16 degrees 50 minutes west 47.17 perches to a post in the last line of Bear Ridge; thence leaving Lot No. 2 and run with the said last line of Bear Ridge, south 86 degrees 45 minutes east 102.68 perches to the beech tree, the beginning of the whole survey; thence with the first line of the whole survey, south 3 degrees 6 minutes west 25.08 perches to a post; thence leave said first line and run south 80 degrees 44 minutes west 88.67 perches to the beginning, being Lot No. 3 in the division of the real estate of Samuel Brady, deceased, and being the same property which was conveyed to Gertrude Ireland by Ida Moreland, et al, by deed dated December 22, 1916, and recorded among the Land Records of Anne Arundel County in Liber G.W · No. 133, folio 405.

This property is improved by the following buildings; A frame two and one-half story dwelling; two tobacco barns, a frame stable and corn house combined; a one -story, frame storage

shed; a frame meat house; and a frame hen house. Tenant in possession will vacate by January 1, 1947.

TERMS OF SALE as prescribed by the Decree: A deposit of $500.00 will be required of the purchaser upon the day of sale; balance to be paid in cash upon ratification of sale, with interest at 6 per cent from the day of sale to the day of settlement; taxes, insurance and other expenses to be adjusted to the day of sale.

ALBERT J. GOODMAN
EMANUEL KLAWANS,
Trustees.

PURCHASER'S AGREEMENT

I Eleanor J. Taylor, I James F. Taylor.

WE HEREBY CERTIFY that we have purchased this 4th day of October, 1946, the property mentioned in these proceedings from Albert J. Goodman and Emanuel Klawans, Trustees, for the sum of Six thousand two hundred dollars; and we hereby agree to comply with the terms of sale.

WITNESS :
Emanuel Klawans

Eleanor G. Taylor
James F. Taylor
By Eleanor G. Taylor, Agent,
Purchasers

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that I have this 4th day of October , 1946, sold the property mentioned in these proceedings to Eleanor J. Taylor and James F. Taylor, her husband, for the sum of $6200.00 Dollars, he being at that price the highest bidder therefor. I also certify that the sale was fairly made.

Witness:
Emanuel Klawans.

WILLIAM B. ELLIOTT,
Auctioneer.

Filed October 8, 1946.

REPORT OF SALE OF TRUSTEES AND ORDER NISI THEREON.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE report of Albert J. Goodman and Emanuel Klawans, Trustees, appointed by a decree of this Honorable Court to make sale of the real estate therein mentioned, respectfully shows:

THAT after giving bond, with security, for the faithful performance of their trust, as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the "Maryland Gazette," a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale pursuant to said notice, they did attend at the court house door in the City of Annapolis, Maryland, on Friday, October 4, 1946, at 11 a.m. the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit:

All that piece or parcel of land consisting of twenty-one acres, more or less, and described as follows:

Beginning for the same at a persimmon tree now marked with two blazes and six notches, near the entrance to the main dwelling and standing on the south and west side of the public road leading through the tarm from Lothian to Bayard Post Office, said persimmon tree the beginning also of Lots Nos. 1 and 4; and run from

said tree and with Lot No.2 north 16 degrees 50 minutes west 47.17 perches to a post in the last line of Bear Ridge; thence leaving Lot No. 2 and run with the said last line of Bear Ridge south 86 degrees 45 minutes east 102.68 perches to the beech tree, the beginning of the whole survey; thence with the first line of the whole survey south 3 degrees 6 minutes west 25.08 perches to a post; thence leave said first line and run south 80 degrees 44 minutes west 88.67 perches to the beginning, being Lot No. 3 in the division of the real estate of Samuel Brady, deceased, and being the same property which was conveyed to Gertrude Ireland by Ida Moreland, et al, by deed dated December 22, 1916, and recorded among the Land Records of Anne Arundel County inLiber G. W. No. 133, folio 405.

Said property having been sold to Eleanor G. Taylor and James F. Taylor, her husband, at and for the sum of $6,200.00, they being at that price then and there the highest bidders therefor. The said purchasers have agreed to comply with the terms of sale.

The agreement of the purchasers, certificate of auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

Albert J. Goodman

Emanuel Klawans

Trustees.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 8th day of October, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ALBERT J. GOODMAN and EMANUEL KLAWANS, Trustees, and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set forth, and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Sea) Grace R. Hartge, Notary Public

Filed October 8, 1946

ORDER NISI

Ordered this 8th day of October, 1946, That the sale of the real estate mentioned in these proceedings made and reported by Albert J. Goodman and Emanuel Klawans, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of November, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County,once in each of three successive weeks before the 9th day of November next.

The report states that the amount of sales to be $6,200.00.

John H. Hopkins, 3rd, Clerk.

Filed October 8, 1946.

CERTIFICATE OF PUBLICATION

Annapolis, Md. November 12, 1946.

We hereby certify that the annexed Trustee's Sale of Valuable Farm Land was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of October, 1946. The first insertion being made the 5th day of September, 1946.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG __ By Mae Carlson

Filed November 12, 1946

J.H.H. #63 Equity.

ORDER NISI
CERTIFICATE OF PUBLICATION

Annapolis, Md. November 11, 1946.

We hereby certify, that the annexed Order Nisi Plummer Ireland was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland , once a week for 3 successive weeks before the 9th day of November 1946. The first insertion being made the 17th day of October, 1946.

The Capital-Gazette Press, Inc.,

7285 By Mae Carlson

Filed November 12, 1946

FINAL ORDER

ORDERED BY THE COURT, This 13th day of November, 1946 that the sale made and reported by the Trustee_aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee_ allowed the usual commissions and such proper expenses as he shallproduce vouchers for the Auditor.

William J. McWilliams,

Judge.

FILED November 13, 1946.

AUDITOR'S REPORT AND ACCOUNT

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that _he has examined the proceedings in the above entitled cause, and from them _he has stated the within account. November 22, 1946.

All of which is respectfully submitted,

Laura R. Jickling, Auditor.

Dr. Plummer Ireland and wife, et al, vs Eleanor Taylor and husband in ac.

To Trustees for Commissions, viz:		217.28
To Trustees for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court - court costs	18.75	
Jos. H. Griscom- sheriff's costs	1.90	
Auditor- stating this account	13.50	54.15
To Trustees for Expenses, viz:		
Capital-Gazette Press- advertising sale	33.00	
Capital-Gazette Press- handbills	6.50	
Capital-Gazette Press, -Order Nisi (Sale)	5.00	
Capital-Gazette Press- Order Nisi (this acct.)	5.00	
John S. Strahorn- Examiner's fee	8.00	
Juliet D. Strahorn-Stenographer	5.00	
American Surety Co.of N.Y.- bond premium	24.00	
William B. Elliott-auctioneer's fee	25.00	
P. J. White- appraiser's fee	25.00	
Albert J. Goodman- legal services (Order of 10/18/46)	250.00	
One-half Federal revenue stamps	3.53	
One-half State revenue stamps	3.10	
Grace R. Hartge- notary fee	.50	393.63

BALANCE FOR DISTRIBUTION TO HEIRS AT LAW OF

GERTRUDE IRELAND- $5,589.10

Distributed as follows:

To Plummer Ireland, son- one-fifth	1,117.82	
To Frank M. Ireland, son -one-fifth	1,117.82	
To Annie Seeders, daughter-one-fifth	1,117.82	
To Ruth Hardesty, daughter-one-fifth	1,117.82	
To Eleanor Taylor, daughter -one-fifth	1,117.82	5,589.10
		6,254.16

With Albert J. Goodman and Emanuel Klawans, Trustees Cr.

1946			
Oct. 4	Proceeds of Sale	6,200.00	
	Interest on deferred payment to 11/19/46	42.75	6,242.75
	Refund 1946 State and County taxes ($47.20-adjusted)		11.41
			6,254.16

Filed 23 November, 1946

ORDER NISI

ORDERED, This 23 day of November, 1946, 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 24" day of December, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24" day of December next.

John H. Hopkins, 3rd, CLERK.

Filed November 23, 1946.

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 18, 1946.

We hereby certify that the annexed Order Nisi Plummer Ireland & Wife was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County Maryland, once a week for 3 successive weeks before the 24th day of December, 1946. The first insertion beingmade the 27th day of November, 1946.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 4268

By Mae Carlson

Filed2 January, 1947.

FINAL ORDER

ORDERED BY THE COURT, this 2nd day of January, 1947, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

William J. McWilliams,

A. J.

Filed 2 January, 1947.

JEANETTE C. GOODMAN	:	No. 9079 EQUITY
JEROME D. GOODMAN,	:	IN THE
HILDA A. GOODMAN,	:	CIRCUIT COURT
MIRIAM N. GOODMAN,	:	
Petitioners	:	FOR
vs	:	ANNE ARUNDEL COUNTY.
CORINNE S. GOODMAN,	:	
Respondent.	:	

PETITION TO DECREE SALE OF LAND.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petitioners respectfully show:

1. That in his lifetime, Aaron Lee Goodman owned realty in Annapolis, Maryland, at Nos. 125 and 127 Prince George Street, conveyed to him and Joe Glickman as tenants in common, by Nicholas H. Green, Attorney, by deed dated the 17th day of June, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 26, folio 27, and subsequently Joe Glickman with his wife, Mary Glickman, conveyed to said Aaron Lee Goodman his one-half undivided interest in the property by deed dated July 5, 1929 and recorded in the Land Records aforesaid in Liber F.S.R. No. 59, folio 210. The principal improvements on said realty are two residential buildings separated by an alley, one of which is in habitable condition and is rented; the other which is designated as No. 125 PrinceGeorge Street, was formerly an apartment house which is in ruinous condition and cannot be made habitable except by a large expenditure for repair or reconstruction of the building.

2. That Aaron Lee Goodman has departed this life intestate, survived by his widow, Jeanette C. Goodman, and by his children, Jerome D. Goodman, Hilda A. Goodman, Miriam N. Goodman, and Corinne S. Goodman, all of whom are adults except Corinne S. Goodman, who is an infant and unmarried and who resides with her mother, Jeanette C. Goodman.

3. That Mrs. Jeanette C. Goodman, widow and administratrix of the Estate of Aaron Lee Goodman, has contracted with the Guy C. Parlett Post No. 7, American Legion, to sell such property. It is the desire of the children, as indicated by their signatures on this petition, with the exception of the infant respondent, who is legally incapable of contracting to sell her rights in the property, that such contract be consummated. The Guy C. Parlett Post is purchasing the property known as No. 125 Prince George Street and two feet of the alleyway between the aforementioned properties to cover existing stairway leading to No. 125 Prince George Street for the sum of $3,500.00. The contract in question is attached hereto.

4. That said price is the fair value of the property being sold and the sale is for the benefit and advantage of said infant in that it will effect a reduction of taxes, avoid the further depreciation of the property, and will provide a sum of money to bear interest or be applied for her use instead of the tax bearing non-rent producing property, and in other ways. That the property sold cannot be divided in kind without loss or injury to the parties interested.

To the end, therefore:

(1) That this Court ratify the sale of said property to the Guy C. Parlett Post No. 7, American Legion,at said price and in accordance with said contract, and approve a division of the money.

(2) That a guardian ad litem be appointed for said infant, and that a trustee be appointed

to convey the interest of said infant, in case the sole is approved by this Court.

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

May it please your Honors to grant a writ of subpoena directed to the said infant,Corinne S. Goodman, who resides at No. 60 Southgate Avenue, Annapolis, Maryland, commanding her to be in this Court at some certain time to answer the premises and abide by and perform such decree as may be passed therein, to be read to and a copy left with said infant; and in addition thereto a copy of said subpoena to be left with Jeanette C. Goodman, mother of said infant,at the same address.

And, as in duty bound, etc.

Hilda A. Goodman (SEAL)
Jerome D. Goodman (SEAL)
Miriam N. Goodman (SEAL)
Jeanette C. Goodman (SEAL)

Samuel Schenker
Solicitor for petitioners

STATE OF MARYLAND, Anne Arundel County, to wit:

I Hereby certify,that on this 29th day of July, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Hilda A. Goodman, and she did make oath in due form of law that the matters and facts set forth in the aforegoing petition are true and bonafide as therein stated, to the best of her information knowledge and belief.

As witness my hand and Notarial Seal.

(Notarial Seal) Lilliam M. Fine, Notary Public.

Filed July 29, 1946.

CONTRACT OF SALE. EXHIBIT C.

Annapolis, Md. April 8th, 1946.

Received from John F. Murphy the sum of two hundred fifty dollars ($250.00) as down payment in the name of Guy C. Parlett Post #7, American Legion on the following property: All the lot of ground with improvements numbered 125 Prince Geo. St., Annapolis, Md.,plus sufficient ground in Alley between #125 and $127 Prince Geo. St. to cover existing stairway outside building at #125 Prince George St., the additional ground to be about three feet six inches by forty-seven feet; the exact amount to be determined by survey. The balance of three thousand two hundred and fifty dollars to be paid in thirty days from date upon delivery of deed to the property free of all encumbrances.

Jeanette C. Goodman,
Administratrix
Aaron L. Goodman Estate.

(F.S.R.59-210 Aug.1929).

Filed July 29, 1946.

PETITION TO APPOINT A GUARDIAN AD LITEM.

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Petition of the Plaintiffs respectfully shows:

1. That the Defendant, Corinne S. Goodman, has been duly summoned to appear to this suit; and being a minor she can neither affirm nor deny the allegations of the Bill of Complaint; nor can she file Answer thereto except by guardian ad litem.

To the end, therefore, the Petitioners pray that a guardian ad litem be appointed to appear for said Defendant.

And as in duty bound, etc.

Samuel Schenker,

Solicitor for the Petitioners.

Filed July 29, 1946

ORDER OF COURT.

Ordered by the Circuit Court for Anne Arundel County sitting in equity this 30 day of July, 1946, that Noah A. Hillman be and he is hereby appointed Guardian Ad Litem for Corinne S. Goodman in the above cause.

William J. McWilliams, A.J.

Filed July 30, 1946

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Corinne S. Goodman, infant, by Noah A. Hillman, her guardian ad litem, respectfully shows:

1. That she is a minor, and therefore unable to admit or deny the allegations of the Bill of Complaint, and she submits her rights to the decision of the Court.

And, as in duty bound, etc.

Noah A. Hillman,

Guardian ad litem.

Filed August 8, 1946.

TESTIMONY ON BEHALF OF PETITIONERS.

PRESENT:-

Mr. Samuel Schenker, Solicitor for Petitioners:

Mr. Noah A. Hillman, Guadian ad Litem and Solicitor for Infant.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

ooooooo

WITNESSES:-

Hilda A. Goodman,----------2 to 3

Morris Legum - ----------4

Hilda A. Goodman, one of the Plaintiffs, being first duly sworn, deposes and says:-

(Schenker)

1. State your name and residence?

A. Hilda A. Goodman, 60 Southgate ave., Annapolis, Md.

2. Did you know Aaron L. Goodman?

A. Yes, he was my father.

3. Is he living or dead?

A. He is dead.

4. In his life time was he the owner of the property situate in Annapolis, Md. known as 125 Prince George Street?

A. Yes he was.

5. Is this the same property which was conveyed to Aaron L. Goodman and Joe Glickman by deed dated June 17th, 1926, recorded among the Land Records of Anne Arundel County in Liber WMB 26, fol.27, and later the interest of Joe Glickman was conveyed to Aaron L. Goodman by Glickman and his wife, Mary Glickman by deed dated July 5th, 1929 recorded among the Land Records of Anne Arundel County in FSR 59, folio 210.

A. Yes.

oooooooooooDeeds to be filed as Exam.Exh.A and B.

6. Did Aaron L. Goodman leave a Last Will and Testament?

A. No he did not.

7. Who survived him as his heirs at law?

A. His wife and four children, Jeanette C. Goodman, his wife, and Jerome D. Goodman, a son,Hilda A. Goodman, and Miriam N. Goodman,daughters, all of whom are of age, and Corrine S. Goodman, an infant daughter.

8. What are the improvements on this property?

A. A brick apartment building three stories in very bad condition.

9. Have all the children indicated a willingness to sell this property?

A. Yes, they have.

10. I show you a Contract of Sale which has been signed for this property and ask you if the other heirs at law are familiar with this Contract of Same and agree to it?

A. Yes they are and they are willing to have the sale go through.

°°°°°Filed as Exam. Exh. C

11. I show you this Surveyor's certificate of property on Prince George Street and ask you if that is a description of the property mentioned herein?

A. Yes, this is the property.

°°°°°Filed as Exam. Exh. D

12. Is this the property which The American Legion desires to purchase under that Contract Exh.C ?

A. Yes this is the same property.

13. Do you think this sale at $3500 would be to the interest and advantage of all parties concerned, especially the infant defendant?

A. Yes I do think it would be.

14. Why are you of that opinion?

A. Because in its present condition it is bringing in no income and is in such condition it would take a lot of money to put it in repair.

15. Has there been an administration on your father's estate?

A. Yes,

16. Has notice to creditors been published?

A. Yes, but the estate has not been closed in the Orphans Court.

17. Can this property be divided in kind between you and the other heirs at law and your mother without loss and injury to you and the infant defendant?

A. It cannot be.

18. Do you think this is a reasonable price for this property?

A. Yes I do in its present condition.

No Cross Examination.

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

A. No.

Hilda A. Goodman

Morris Legum, a witness of lawful age, being first duly sworn, deposes and says:-

(Schenker)

1. State your name, residence and occupation?

A. Morris Legum, 30 Murray _ve.,Annapolis, Md.; in the Real Estate business for the last 25 or 30 years. I am President of The Legum Real Estate Corporation.

2. Are you familiar with real estate values in Annapolis?

A. Yes.

3. Are you familiar with property 125 Prince George St.,Annapolis, Md. owned by Aaron Lee Goodman in his life time?

A. Yes, I think I went over it this year.

4. I show you a Contract of Sale for that property marked Exam. Exh. C and ask you if you think $3500.is a fair and reasonable price for the property?

A. Yes I do in its present condition, it is in a ruinous condition at the present time.

5. Do you think a sale of this property at the price offered at this time would be to the interest and advantage of the heirs and particularly the interest of the infant defendant?

A. Yes.

6. Do you think this property could be divided in kind without loss to the heirs?

A. It could not be. I had two builders look at it for me, one was Meade the contractor and he told me to keep my hands off, as that building was to be torn down. To even rent it the building would have to be torn down and a new one put up, you cannot rent it in its present condition.

No Cross Examination.

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

A. No.

M. Legum

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

Witness my hand and seal this 27th day of August, 1946.

Jno. S. Strahorn. (Seal)

Filed August 27, 1946.

EXAMINER'S EXHIBIT A. - DEED.

THIS DEED, made this 17th day of June, in the year 1926, by Nicholas H. Green,Attorney, as hereinafter mentioned, of the first part, and Joe Glickman and Aaron L. Goodman, of the second part, all of the City of Annapolis, Anne Arundel County, in the State of Maryland, witnesseth:

Whereas, by a certain Deed of Mortgage from Manuel Hohberger, widower, and Ida Klempner, and George Klempner, her husband, dated the 30th day of June in the year 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 77, folio 491, power was given the said Nicholas H.Green, as Attorney or Agent, in case of default in the payment of debt and interest intended to be secured by said mortgage at the time and on the conditions limited in said mortgage or of the failure to perform and comply with any of the covenants in said mortgage mentioned for him, the said Nicholas H. Green as such attorney to sell the property in said mortgage mentioned on the terms and in the manner specified therein as by reference to said mortgage will more fully appear.

And whereas, there was default in the payment of the said debt and interest as well as in the keeping and performing the covenants therein by said mortgagors to be kept and performed and the said Nicholas H. Green as such Attorney proposed to sell said mortgaged premises, and after complying with all previous requisites required by the law in such cases made and provided and in accordance with the terms and mode prescribed by said mortgage did on the 6th day of May in the year 1926, sell the property in said mortgage mentioned and hereinafter described to Joe Glickman and Aaron L. Goodman,at and for the sum of Sixty-two Hundred and Fifty Dollars, which sale has been duly reported to and finally ratified by the Circuit Court for Anne Arundel County as will appear by reference to No. 5133 Equity "In the matter of the sale of the Mortgaged Real Estate of Manuel Hohberger, Widower, and Ida Klempner and George Klempner, her husband", and said

purchase money having been fully paid and satisfied, the said Joe Glickman and Aaron L.Goodman are entitled to have a deed of said property.

Now, therefore, this Deed witnesseth that for and in consideration of the premises and of the sum of $6250.00, current money, the receipt whereof is hereby acknowledged, the said Nicholas H. Green, Attorney as aforesaid doth grant and convey unto the said Joe Glickman and Aaron L.Goodman, as tenants in common, their heirs and assigns, in fee simple; All that lot of ground located on the Southwest side of Prince George Street in the City of Annapolis, State of Maryland,aforesaid, fronting thereon fifty-one (51) feet six (6) inches and having a depth therefrom of forty-seven (47) feet, being the same property which was conveyed to the said Manuel Hohberger and Ida Klempner, as tenants in common by Pauline Hohberger, et al by deed dated on the 21st day of June, in the year, 1923 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 60,folio 214.

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

To Have and To Hold the above described property with its appurtenances, and all the right, title, interest and estate of the parties to the aforesaid mortgage and every of them both at law and in equity, and of all parties claiming by, from or under them or any or either of them, in and to the same, and every part and parcel thereof, unto and to the proper use and benefit of them, the said Joe Glickman and Aaron L. Goodman, as tenants in common, their heirs and assigns, in fee simple.

Witness the hand and seal of the above named Nicholas H. Green, Attorney, on the day and in the year first above written.

Test: S/ Nicholas H. Green (Seal)

S/ Myrtle Sturm Attorney

STATE OF MARYLAND, Anne Arundel County, Sct:

I Hereby Certify that on this 17th day of June, in the year 1926, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared Nicholas H. Green, Attorney, and acknowledged the aforegoing deed to be his act and deed.

Witness my hand and seal Notarial.

NOTARY SEAL S/ Myrtle Sturm, Notary Public

Recorded 18 June 1926 at 10:45 a.m.

STATE OF MARYLAND, Anne Arundel County, Sct:

I Hereby certify that the foregoing Deed was truly taken and copied from Liber W.M.B. No. 26 folio 27, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne ArundelCounty , this 24th day of August, A. D. 1946.

John H. Hopkins, 3rd., Clerk.

Not filed.

EXAMINER'S EXH. D. -

DESCRIPTION OF PROPERTY AT 125 PRINCE GEORGE STREET, ANNAPOLIS, MARYLAND.

BY J. R. McCrone,Jr., Surveyor.

Beginning for the same at a point located in the Southwest building line of Prince George Street, said beginning point being more accurately described as being located, South 48 degrees 40 minutes West 8.05 feet from the curb line of Prince George Street from a point located along said curb line 106.84 feet in a Southeasterly direction from the near curb line of Randall Street; thence from said beginning point and with the Southwest building line of Prince George Street and the front of the building known as 125 Prince George Street, South 41 degrees 20 minutes East 33.58 feet to the corner of said building; thence at right angles and with the party wall between 125 and 123 Prince George Street, South 48 degrees 40 minutes West 47.90 feet; thence with the rear of same, North 41 degrees 20 minutes West 33.58 feet; thence parallel to the side of said building and to include an overhead stairway leading from the second to the third floor of said building, North 48 degrees 40 minutes East 47.90 feet to the place of beginning.

BEING the Southeasternmost portion of the whole Lot conveyed by Joseph Glickman and Mary Glickman, his wife, to Aaron L. Goodman by deed dated July 5, 1929, and recorded in the Land Records of Anne Arundel County in Liber F.S.R. 59, Folio 210, and in accordance with a line of possession survey made by J.R. McCrone,Jr.,Registered Professional Engineer and Land Surveyor in April, 1946.

Not Filed.

Examiners Exhibit B. Examiners Exh. B in 9167.

DEED Certified copy .

This DEED, made this 5th day of July, in the year nineteen hundred and twenty-nine by Joe Glickman and Mary Glickman, his wife, of the first part, and Aaron L. Goodman of the second part, all of the City of Annapolis, Anne Arundel County, in the State of Maryland,witnesseth:

THAT for and in consideration of Ten Dollars, current money, in hand paid by the said party of the second part to the said parties of the first part at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good and valuable considerations them thereunto moving, the said Joe Glickman and Mary Glickman, his wife, have bargained and sold and by these presents do grant and convey unto the said Asron L.Goodman, his heirs and assigns, in fee simple, all their right, title, interest and estate being a one-half undivided interest in all that lot of ground located on the Southwest side of Prince George Street in the City of Annapolis, aforesaid, fronting thereon fifty-one feet six inches and having a depth therefrom of forty-seven feet and being the same property which was conveyed to the said Joe Glickman and Aaron L. Goodman, as tenants in common, by Nicholas H. Green, Attorney , by deed dated on the 17th day of June, in the year nineteen hundred and twenty six and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 26, folio 27.

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

TO HAVE AND TO HOLD the above described property with its appurtenances unto and to the proper use and benefit of him, the said Aaron L. Goodman, his heirs and assigns in fee simple.

AND the said parties of the first part covenant that they will warrant specially the title to the property hereby conveyed and that they will execute such other and further assurances as may be requisite.

WITNESS the hands and seals of the above named grantors on the day in the year first

above written.

Test: Joe Glickman (Seal)

Myrtle Stern. Mary Glickman (Seal)

STATE OF MARYLAND, Anne Arundel County, Sct:

I hereby certify that on this 5th day of July in the year nineteen hundred and twenty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Joe Glickman and Mary Glickman, his wife, and they acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial.

(NOTARY SEAL) S/ Myrtle Stern Notary Public

Recorded 8 August, 1929,1:30 p.m.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the foregoing Deed was truly taken and copied from Liber F.S.R. No. 59, folio 210, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 24th day of August,A.D. 1946.

(Court Seal)

John H. Hopkins, 3rd, Clerk.

Not filed.

SUBMISSION FOR DECREE.

TO THE HONORABLE, the Judges of said Court:

The parties submit this case for immediate decree.

Samuel Schenker
Solicitor for the Plaintiffs
Noah A. Hillman,
Guardian ad litem.

Filed August 28, 1946.

DECREE OF COURT

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

Thereupon, it is this 29 day of August, 1946, by the Circuit Court for Anne Arundel County sitting in Equity, Adjudged, Ordered and Decreed, that the agreement filed as Examiner's Exhibit C whereby Jeanette C. Goodman agrees to sell to the Guy C. Parlett Post No. 7, American Legion, a part of the property conveyed to Aaron Lee Goodman, deceased, by deeds recorded among the Land Records of Anne Arundel County in Libers W.M.B. No. 26,folio 27 and F.S.R. No. 59, folio 210; designated as No. 125 Prince George Street, Annapolis, Maryland, being the portion thereof contained within the surveyor's description filed as Examiner's Exhibit D, is for the benefit and advantage of Corinne S. Goodman, the infant defendant in this case, and that the land thereby sold cannot be divided in kind without loss or injury to the parties interested, and is hereby ratified and confirmed according to the terms and provisions of said agreement.

And it is further adjudged, ordered and decreed that Samuel Schenker is hereby appointed trustee to execute a deed in accordance with said agreement. He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties, to be approved by this Court, in the penalty of Seven Thousand Dollars, conditioned for the faithful

performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; and on the payment of the whole purchase money, and not before, the trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to Guy C. Parlett Post No. 7, American Legion, its representatives and assigns, the property and estate of Jeanette C. Goodman, and of all other parties to this cause, plaintiff and defendant, in and to the property and estate to the Legion sold, free, clear and discharged from all claims of the parties hereto, plaintiff and defendant, and those claiming by, from or under them, or any of them; and the trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court. He shall report his proceeding to Court.

And it is further adjudged, ordered and decreed, that the seller (Plaintiffs) shall pay the costs of this proceeding, but that shall not include the preparation of the deed, title search thereto nor recording of said deed.

And it is further adjudged, ordered and decreed, that this decree shall be without prejudice to any claims of any other persons not party to these proceedings, in and to the property sold

William J. McWilliams, A.J.

Filed 29 August, 1946

TRUSTEE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Samuel Schenker, of Annapolis, Maryland,as principal, and Louis Schenker and Fannie Schenker, his wife, as sureties, all of Anne Arundel County, Maryland, are held and firmly bound unto the State of Maryland, in the sum of Seven Thousand Dollars, lawful money of the United States, to be paid to the State of Maryland, for which payment, well and truly to be made, we bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents, signed and sealed this 30th day of August, 1946.

The condition of this obligation is such, that whereas the above named Samuel Schenker was, on the 29th day of August, 1946, appointed trustee in the case pending in No. 9079 Equity in the Circuit Court for Anne Arundel County, wherein Jeanette C. Goodman et al are plaintiffs and Corinne S. Goodman, an infant, is defendant, and he, Samuel Schenker, has accepted said trust with all the duties and obligations pertaining thereto.

NOW, THEREFORE, if the said Samuel Schenker, trustee as aforesaid, shall obey such orders as said Court may make in relation to said trust, and shall faithfully and truly account for all the moneys, assets and effects which shall come into his hands and possession in pursuance of said trust, and shall in all respects faithfully perform all of his duties as said trustee, then this obligation to be void;otherwise to remain in full force and virtue.

Attest:

Bert E. Schenker

Samuel Schenker, (SEAL)
Trustee

Louis Schenker (SEAL)

Bert E. Schenker

Fannie Schenker (SEAL)

Approved Sept. 3, 1946,

John H. Hopkins, 3rd, Clerk.

Filed Sept. 3, 1946

TRUSTEE'S REPORT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Samuel Schenker, Trustee, appointed by a decree passed in the above entitled cause on the 29th day of August,1946, to convey certain realty therein mentioned,respectfully shows:

That he first filed bond with sureties, in the amount of $7,000.00, approved by the Clerk of this Court, for the faithful performance of said decree, and having complied with all prerequisites required by law and said decree, he did receive from Guy C. Parlett Post No. 7,American Legion, Incorporated, the purchaser named in said decree, the sum of $3500.00 being the full purchase price stated in said decree and in the agreement filed in the above case, and all sums required to be paid by the purchaser under the terms of said decree and of said agreement; and thereupon he did execute a deed at the expense of the purchaser conveying to said organization, its representatives and assigns, all of the title and estate of all persons to this cause and of all persons claiming under them, in and to the property agreed to be sold under said agreement, directed to be sold and conveyed by said decree, described in the above entitled proceedings; all in accordance with the terms of said decree.

Respectfully submitted by

Samuel Schenker, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY,Sct:

I hereby certify, that on this 17 day of September, 1946, before me, the subscriber,a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Samuel Schenker, the trustee named in the above report, and he did make oath in due form of law that the matters and facts set forth in above report are true and bona fide as therein stated.

As witness my hand and Notarial Seal.

(Notarial Seal) Lillian M. Fine, Notary Public.

Filed Sept. 17, 1946.

ORDER OF COURT

Ordered by the Circuit Court for Anne Arundel County sitting in Equity this 19th day of September, 1946, that the aforegoing report of Samuel Schenker, Trustee, is hereby referred to the Auditor; and that an auditor's account be stated and that the trustee distribute the proceeds of sale in accordance therewith.

James Clark. A.J.

Filed 19 September, 1946.

AMENDMENT OF DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Plaintiffs respectfully shows:

1. That the Trustee, Samuel Schenker,inadvertantly failed to include a request for commissions as are normally allowable in cases of this nature, and that the decree of the Court failed to include such commissions.

To the end, therefore, the Petitioners pray that such commissions be paid to said Trustee.

And as in duty bound, etc.

Samuel Schenker.

Solicitor for the Petitioners.

Filed Sept, 18, 1946

ORDER OF COURT

Ordered by the Circuit Court for Anne Arundel County sitting in Euity this 19th day of Sept. 1946, that the commissions normally allowed in cases of this nature be paid to Samuel Schenker, Trustee.

James Clark, A.J.

Filed Sept. 19, 1946.

AUDITOR'S REPORT and ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, September 23, 1946.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Jeanette C. Goodman, et al, vs. Corinne S. Goodman in ac.

To Trustee for Commission, viz:		135.00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Jos. H. Griscom-Sheriff's costs	1.70	
Auditor- stating this account	13.50	43.95
To Trustee for Expenses, viz:		
Capital-Gazette Press, Order Nisi on this account	5.00	
John S. Strahorn -Examiner's fee	8.00	
Juliet D. Strahorn-stenographer	4.00	
Noah A. Hillman - Guardian ad Litem	4.00	
Clerk of Court -certified copy of deed	1.75	
Lillian M. Fine - notary fees	1.00	23.75
To Trustee for Taxes, viz:		
1946 City of Annapolis taxes (59.80-Adjusted to Sept.1,1946)		10.00
BALANCE FOR DISTRIBUTION- $3,311.30		
DISTRIBUTED AS FOLLOWS:		
Jeanette C. Goodman,Widow-one-third	1,103.76	
Jerome D. Goodman,son, one-sixth	551.88	
Hilda A. Goodman,daughter-one-sixth	551.88	
Miriam N. Goodman,daughter,one-sixth	551.89	
Corinne C. Goodman, daughter, one-sixth	551.89	3,311.30
		3,524.00

with Samuel Shenker, Trustee Cr.

1946		
Aug. 8. Proceeds of Sale		3,500.00
Refund 1946 State and County Taxes ($92.68-adj.to Sept. 1,1946)		24.00
		3,524.00

Filed Sept. 23, 1946.

ORDER NISI

ORDERED, This 23" day of September, 1946, 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 26" day of October, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26" day of October next.

John H. Hopkins, 3rd, Clerk.

Filed 23 Sept. 1946.

9/23/46 Copy of the within Order Nisi received. Evening Capital per Fred D. Giacomo.

AMENDMENT AS TO DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, the undersigned, hereby agree to an immediate confirmation and ratification by the Circuit Court for Anne Arundel County of the Auditor's Report and Account in the above case.

Jeanette C. Goodman
Hilda A. Goodman
Miriam N. Goodman
Corinne S. Goodman
Jerome D. Goodman
Marjory Goodman

Filed Oct. 16, 1946.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 22 day of October,1946, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

William J. McWilliams, A.J.

Filed 22 OCTOBER, 1946

EX PARTE:	:	No. 9084 EQUITY
IN THE MATTER OF	:	IN THE CIRCUIT COURT
THE CHANGE OF NAME	:	FOR
OF	:	ANNE ARUNDEL COUNTY
NELL M. JONES.	:	

MR. CLERK:

PLEASE FILE, etc.

Matthew S. Evans, Solicitor for the Petitioner.

Filed August 8, 1946.

PETITION AND DECREE

TO:THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Nell M. Jones, respectfully represents unto your Honors:

1. That she is a resident of Shadyside, Anne Arundel County, Maryland, and is fifty (50) years of age.

2. That she desires that her name be changed from Nell M. Jones to Nell Mae Leonardo, because the name which she wishes is more euphonious than the name which she now bears.

3. That during the past two (2) years she has been using the name of Nell Mae Leonardo.

4. That because of the conduct of her former husband, Herman Wayne Jones, a divorce a vinculo matrimonii was granted to your Petitioner, and she is unwilling to bear his name any longer.

Your Petitioner, therefore,prays that her name may be changed to Nell Mae Leonardo.

Nell M. Jones, Petitioner.
Matthew S. Evans,
Solicitor for the Petitioner.

STATE OF MARYLAND: COUNTY OF ANNE ARUNDEL, ss:

I HEREBY CERTIFY that, on this 27th day of July, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared NELL M. JONES, the Petitioner herein, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of her knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Helen E. Tyler, Notary Public.

Filed 8 August, 1946.

ORDER

Upon the foregoing petition and affidavit, it is this 8" day of August, 1946, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the name of Nell M. Jones, of Shadyside, Anne Arundel County, Maryland, be, and it is hereby, changed from Nell M. Jones to Nell Mae Leonardo, as is prayed in said petition, and that the said petitioner pay the costs of these proceedings.

William J. McWilliams, Judge.

Filed 8 August, 1946.

BILL OF COMPLAINT.

THORPE NESBIT, and	:	
ELIZABETH B. NESBIT, his wife,	:	
MAY THORPE BIGELOW, single,	:	No. 9087 EQUITY
JESSIE B. MARTIN, widow,	:	
ELEANOR M. RODGERS (formerly	:	IN THE CIRCUIT COURT
ELEANOR M. NESBIT), and	:	
HENRY C. RODGERS, her husband,	:	FOR
LINDA H. NESBIT, single,	:	
DOROTHY D. BRAWNER and	:	ANNE ARUNDEL COUNTY.
EDGAR N. BRAWNER, her husband,	:	
vs	:	
JOSEPH M. NESBIT, infant,	:	
HARRY CONWAY and	:	
JANE CONWAY, His wife,	:	

: :: : : : : : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Thorpe Nesbit, and Elizabeth B. Nesbit, his wife, May Thorpe Bigelow, single, Jessie B. Martin, widow, Eleanor M. Rodgers (formerly Eleanor M. Nesbit), and Henry C. Rodgers, her husband, Linda H. Nesbit, single, Dorothy D. Brawner and Edgar N.Brawner, her husband shows unto your Honors:

1; That by deed dated October 18th, 1934 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 137 folio 526 John Conway, et al, conveyed to Thorpe Nesbit, May Thorpe Bigelow, Jessie B. Martin, Malcolm M. Nesbit, Linda H. Nesbit and Dorothy Diggett Brawner as tenants in common a tract of land containing 27½ acres more or less, situated in the Fourth Election District of Anne Arundel County, the original of which is filed herewith, marked "Complainants' Exhibit A", and is prayed to be taken as a part hereof.

2. That Malcolm M. Nesbit died April 23, 1937 intestate leaving as his only heirs at law Eleanor M. Nesbit who has since married Henry C. Rodgers, and his son, Joseph M. Nesbit,infant.

3. That letters of administration on the estate of Malcolm M. Nesbit have never been granted,

4. That said real estate cannot be divided in kind among the parties in interest without loss or injury to their interest, and a sale thereof is necessary and to the best interest and advantage of all the parties, but that none can be made without the aid of this Honorable Court.

5. That the Complainants have entered into an agreement whereby they agreed to convey to the defendants, Harry Conway and Jane Conway, his wife, the said property hereinbefore described in "Complainants' Exhibit A", and the Defendants, Harry Conway and Jane Conway, his wife, have agreed to purchase said property for the sum of Fourteen hundred seventy-five ($1475.00) dollars, which your Orators are advised and therefore aver, is a fair and reasonable price and that it would be for the best interest and advantage both of the said infant defendant and of the other parties holding any interest in the said property, that said contract be ratified and confirmed and the Complainants file, herewith, the original contract marked "Complainants Exhibit B", and pray same to be taken as a part hereof.

6. That the infant Defendant, is a non-resident of the State of Maryland.

To the end, therefore:

1. That a decree may be passed for a sale of the real estate contracted to be sold.

2. That the contract of sale be ratified and confirmed by this Court and a Trustee be appointed for the purpose of consumating the same and transferring the estate of said infant, Joseph M. Nesbit, and the other parties in interest, to the Vendees.

3. That notice be given to the creditors of Malcolm M. Nesbit, if any, to file their claims in this Court in the Office of the Clerk, thereof.

4. That the proceeds of said sale may be brought into Court for distribution under its order in accordance with respective rights and interest of the parties thereto.

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

May it please your Honors to grant unto the Complainants the writ of Subpoena directed to the Defendants, Harry Conway and Jane Conway, his wife, residing at Odenton, Anne Arundel County, Maryland, commanding and directing them and each of them on some certain day to be named therein to appear in this Court to answer the premises and abide by and perform such decree as may be passed therein, and also, the Order of Publication giving notice to the said Joseph M. Nesbit, an infant, non-resident of this State, of the object and substance of this bill, authorizing and directing him to appear in this Court in person or by solicitor, on or before a certain day to be named therein, to show cause, if any he has, why a decree ought not to be passed as prayed.

And as in duty bound, etc.

Marvin I. Anderson,

Solicitor for Complainants

Filed August 14, 1946.

EXAM. EXHIBIT "A" with Bill

Int. Rev. Stamps $3.00.

THIS DEED Made this 18th day of October, in the year of our Lord one thousand nine hundred and thirty-four by and between John Conway and Grace Conway, his wife, and Harry Conway and Jannie Conway, his wife, parties of the first part, and Thorpe Nesbit, May Thorpe Bigelow, Jessie B.Martin Malcolm M. Nesbit, Linda H. Nesbit, Dorothy Diggett Brawner, as tenants in common, being the beneficiaries under the last will and testament of David M. Nesbit, deceased, of parties of the second part;

WITNESSETH, that in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part do grant and convey unto Thorpe Nesbit, May Thorpe Bigelow, Jessie B. Martin, Malcolm M.Nesbit, Linda H. Nesbit and Dorothy Diggett Brawner, as tenants in common parties of the second part, their heirs and assigns, in fee simple, all that piece or parcel of ground situate, lying and being in Anne Arundel County State of Maryland, being all the same land which the said parties of the first part obtained from David M. Nesbit by deed dated the 25th day of June, 1929, recorded in the Land Records of Anne Arundel County, Maryland, in Liber FSR 50, at folio 194, and being described as follows, to wit:

BEGINNING at an iron pipe on the East side of the Waugh Chapel Road 200 feet South, 6 degrees East from a stone at the corner of the Shoemaker Lot--See deed of Anderson to Nesbit--said iron pipe being at a corner of land sold by said Nesbit to Samuel Galloway March 18, 1914, thence with said land of Galloway, North 82 degrees and 45 minutes East 1300 feet to the right of way of the W. B. and A. Electric Railroad, thence with said right of way, described in said deed of Anderson to Nesbit-- as of a width on the surface of the road of 33 feet on each side of the center line, together with an additional width for slopes, allowing 1½ feet horizontal to one foot perpendicular, South 22¼ degrees West 1250 feet to land sold by said Nesbit to Boehm and with same South 82 degrees and 45 minutes West, 850 feet to the East side of said Waugh Chapel Road and with same North 7 degrees and 15 minutes, West 1147 feet to the beginning, containing 27½ acres, more or less.

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

TO HAVE AND TO HOLD the aforesaid piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use , benefit and behoof forever of the said parties of the second part, as tenants in common, their heirs and assigns,

AND the said parties of the first part covenant that they will warrant specially and generally the property hereby conveyed; that they are seized of the land hereby conveyed; that they have a right to convey said land; that the said parties of the second part shall quietly enjoy said land; that they have done no act to encumber said land; except the balance due on a deed of trust to secure David M. Nesbit and that they will execute such further assurances of said land as may be requisite.

WITNESS their hands and seals;

Test:

Lester L. Disney

John Conway (SEAL)

Grace Conway (SEAL)

Harry Conway (SEAL)

Jannie her X mark Conway (SEAL)

COUNTY OF ANNE ARUNDEL, STATE OF MARYLAND, SS:

I HEREBY CERTIFY that on this 18 day of October, 1934, before the subscriber, a Justice of the Peace in and for the State and County aforesaid personally appeared John Conway and Grace Conway, his wife and Harry Conway and Jannie Conway, his wife, and did each acknowledge the aforegoing Deed to be their act.

IN TESTIMONY WHEREOF, I have affixed my official seal this 18th day of Octobef, A.D. 1934.

Lester L. Disney

Justice of the Peace.

Not filed.

EXHIBIT "B" WITH BILL - - - Exams. Exh 2.

THIS AGREEMENT, Made this 20" day of May, nineteen hundred and forty-six (1946), between THORPE NESBIT and ELIZABETH B. NESBIT, his wife, MAY THORPE BIGELOW, single, JESSIE B. MARTIN, widow, ELINOR M. Rodgers (formerly Elinor M. Nesbit), individually and for JOSEPH M. NESBIT, infant son, and HENRY C. RODGERS, her husband, LINDA H. NESBIT, single, DOROTHT D. BRAWNER and EDGAR N. BRAWNER, her husband, of the first part, and HARRY CONWAY and JANE CONWAY, his wife, of the second part,

WITNESSETH, that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate, and lying in the 4th Election District of Anne Arundel County, containing 27-1/2 acres more or less, which was conveyed to Thorpe Nesbit et al., by Harry Conway et al,.by deed dated October 18,1934, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 137 folio 526, at and for the price of Fourteen Hundred Seventy-five Dollars ($1,475), of which Two Hundred Dollars ($200) have been paid prior to the signing hereof and the balance to be paid as follows:

Cash on ratification of this sale by the Circuit Court for Anne Arundel County

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes to be paid or allowed for by the Vendor to date of ratification of sale. Stamp taxes to be paid one-half by the Vendors and one-half by the Vendees.

WITNESS our hands and seals.

TEST:

C. C. Almond	Thorpe Nesbit	(SEAL)
C. C. Almond	Elizabeth B. Nesbit	(SEAL)
N. N. Bigelow	Mary Thorpe Bigelow	(SEAL)
N. N. Bigelow	Jessie B. Martin	(SEAL)
Marie McCallum	Elinor N. Rodgers	(SEAL)
	Joseph M. Nesbit	
Marie McCallum	By: Elinor N. Rodgers	(SEAL)
Marie McCallum	H. C. Rodgers,	(Seal)
Abbie Maher	Linda H. Nesbit	(SEAL)
Margaret Milburn	Dorothy D. Brawner	(SEAL)
Margaret Milburn	Edger N. Brawner	(SEAL)
Marie Parlett	Harry Conway	(SEAL)
Marie Parlett	Jane her X mark Conway	(SEAL)

Not Filed.

ORDER OF PUBLICATION

The object of this suit is to obtain a decree for a sale of the real estate situate near Waugh Chapel, Fourth Election District, Anne Arundel County, Maryland, which was conveyed by John Conway et al to Thorpe Nesbit, et al by deed dated October 18th, 1934, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 137 folio 526.

The bill states that the above mentioned property was conveyed as aforesaid to Thorpe Nesbit, May Thorpe Bigelow, Jessie B. Martin, Malcolm M. Nesbit, Linda H. Nesbit, Dorothy D. Brawner, as tenants in common; that Malcolm M. Nesbit died April 23, 1937 intestate leaving as his only heirs at law his widow, Eleanor M. Nesbit who has since married Henry C. Rodgers, and his son Joseph M. Nesbit, infant; that said real estate cannot be divided between the parties without loss or injury to their interest and a sale is necessary and to the best advantage of all the parties; that the adult parties and their spouses have entered into an agreement for a sale of the property to Harry Conway and Jane Conway, his wife, for the sum of Fourteen hundred seventy-five ($1475.00) dollars, which amount is a fair and reasonable price and that it would be to the best interest of all the parties including the infant to have the sale ratified and confirmed; that the Defendant, Joseph M. Nesbit, infant, is a non-resident of the State of Maryland.

IT is thereupon this 14 day of August, 1946, ordered by the Circuit Court for Anne Arundel County , in Equity, that the Complainants by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County once a week for four consecutive weeks before the 16th day of September, 1946, giving notice to the said Joseph M. Nesbit, infant, non-resident Defendant of the object and substance of the bill, warning him to appear in this Court in person or by solicitor on or before the 1st day of October, 1946, to show cause, if any there be why a decree ought not to pass as prayed.

John H. Hopkins, 3rd,

Clerk of the Court.

Filed August 14, 1946.

ANSWER OF HARRY CONWAY, ET UX.

TO THE HONORABLE,THE JUDGES OF SAID COURT:

The answer of Harry Conway and Jane Conway, his wife, to the Bill of Complaint of Thorpe Nesbit, et al, against them in this cause exhibited, respectfully shows:

That these Defendants admit the same and purchase of the property, and consent to the passage of such a decree as may be necessary to carry out the terms of the contract.

Harry Conway

Jane her X Conway

mark

Filed August 17, 1946.

ORDER TO REISSUE ORDER OF PUBLICATION

Mr. Clerk:

Please reissue Order of Publication in the above case.

Marvin I. Anderson,

Attorney for Plaintiff.

Filed Sept 30, 1946.

ORDER OF PUBLICATION

The object of this suit is to obtain a decree fro a sale of the real estate situate near Waugh Chapel, Fourth Election District, Anne Arundel County, Maryland, which was conveyed by John Conway, et al to Thorpe Nesbit, et al by deed dated October 18th, 1934 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 137 folio 526.

The bill states that the above mentioned property was conveyed as aforesaid to Thorpe Nesbit, May Thorpe Bigelow, Jessie B. Martin, Malcolm M. Nesbit, Linda H. Nesbit, Dorothy D. Brawner as tenants in common; that Malcolm M. Nesbit died April 23, 1937 intestate leaving as his only heirs at law his widow, Eleanor M. Nesbit who has since married Henry C. Rodgers,and his son Joseph M. Nesbit, that said real estate cannot be divided between the parties without loss or injury to their interest and a sale is necessary and to the best advantage of all the parties; that the adult parties and their spouses have entered into an agreement for a sale of the property to Harry Conway and Jane Conway, his wife, for the sum of Fourteen hundred seventy-five ($1475.00) dollars, which amount is a fair and reasonable price and that it would be to the best interest of all the parties including the infant to have the sale ratified and confirmed firmed; that the defendant, Joseph M. Nesbit, infant, is a non-resident of the State of Maryland

It is thereupon this 30" day of September, 1946,ordered by the Circuit Court for Anne Arundel County, in Equity, that the Compalinants by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County once a week for four consecutive weeks before the 15" day of November, 1946, giving notice to the said Joseph M. Nesbit, infant, non-resident Defendant of the object and substance of the bill, warning him to appear in this Court in person or by solicitor on or before the 30th day of November, 1946, to show cause,if any there bewhy a decree ought not to pass as prayed.

John H. Hopkins, 3rd,
Clerk of the Court

Filed Sept. 30, 1946.

AFFIDAVIT OF SERVICE OF BILL OF COMPLAINT
AND ORDER OF PUBLICATION ON JOSEPH M.NESBIT,
INFANT.

STATE OF PENNSYLVANIA, ALLEGHENY COUNTY, TO WIT:

I Hereby certify that on this 14th day of October, 1946, before me, the subscriber, a Notary Public for the State of Pennsylvania, in and for the County aforesaid, personally appeared Anthony Sappo, Deputy Sheriff of Alleghany County, and made oath indue form of law that he served a copy of the attached Bill of Complaint and Order of Publication on Joseph M. Nesbit, infant, on the 14th day of October, 1946, at 2:00 P.M. o'clock, at Fifth Avenue, Piitsburgh, Pennsylvania, by reading and delivering a copy of the Bill of Complaint and Order of Publication to the infant and by leaving a copy of the said Bill of Complaint and Order of Publication with Eleanor M. Rodgers, mother of said infant.

Anthony Sappo,
Deputy Sheriff of Alleghany County,
Pennsylvania.

As Witness my hand and seal Notarial.

(Notarial Seal) L. H. McMiller, Notary Public

L. H. McMiller,Notary Public

My COMMISSION EXPIRES April 28, 1947.

Filed 25 October, 1946.

PETITION OF THORPE NESBIT AND ORDER OF COURT THEREON.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Thorpe Nesbit, one of the Complainants in this cause, respectfully shows:

That the said infant has been duly served with the Order of Publication as provided by law,

but being an infant, cannot answer and defend this suit for himself.

Your Petitioner, therefore, prays your Honors to appoint an guardian ad litem to appear and answer for said infant defendant.

And as in duty bound, etc.

Marvin I. Anderson,

Solicitor for Petitioner.

ORDER

Ordered this 25" day of October, 1946, by the Circuit Court for Anne Arundel County, In Equity, upon the foregoing Petition that Myrtle Sturm be, and she is hereby appointed guardian ad litem, to appear and answer for Joseph M. Nesbit, infant defendant in the above case.

William J. McWilliams,

Judge.

Filed 25 October, 1946.

ANSWER OF GUARDIAN AD LITEM.

The answer of Joseph M. Nesbit, infant, by Myrtle Sturm, guardian ad litem, duly appointed by order of this Court, to the Bill of Complaint of Thorpe Nesbit and others against him in this cause exhibited, respectfully shows:

This defendant, being an infant, cannot admit any of the matters and things in said bill alledged, and submits his rights thereunder to the protection of the Court.

Myrtle Sturm,

Guardian Ad Litem.

Filed 26 October, 1946.

WAIVER OF THE TAKING OF DEPOSITION AND TESTIMONY.

TO THE HONORABLE, THE JUDGES, OF SAID COURT:

We, the undersigned, do hereby waive all notice of the taking of deposition, testimony,or the right to be present at the taking of any testimony or deposition in this case, and do agree that the testimony of Thorpe Nesbit may be taken before a Notary Public and when so taken shall be considered as part of the evidence in the case. We further stipulate that the testimony of any other witness may be taken in a like manner.

Harry Conway

Jane Conway X

Myrtle Sturm

Filed Octoner 30, 1946. Guardian Ad Litem

TESTIMONY ON BEHALF OF THE PLAINTIFFS, AND TESTIMONY BEFORE NOTARY UNDER ORDER.

BRESENT:-

Mr. Marvin I. Anderson, Solicitor for Plaintiffs.

Answer of Guardian Ad Litem filed.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

Mr. Frank A. Riden,----------2 to 3

Harry Conway,----------4

And depositions by Notary attached.

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

(Anderson)

1. State your name and residence?

A. Frank A. Riden, Odenton, Maryland.

2. I had you a deed from John Conway to Thorpe Nesbit and others marked Exhibit A with the Bill and ask you if you are familiar with the property described in that deed?

A. Yes I am.

°°°Deed filed as Exam. Exh. No. 1

3. Where is this property located?

A. It is located on the road leading from Odenton to Waugh Chapel on the left hand side of the road, in the 4th Election District of Anne Arundel County.

4. What does it consist of?

A. Now it is mostly grown up in woods, young woods, one time had been a farm,a lot of brush; there is no cured land on it, all woodland. Is about 27½ acres and no improvements.

5. Have you had any experiencein dealing with real estate in this vicinity?

A Yes I have, quite a bit.

6. Do you represent any lending institution on which loans are made on property in the vicinity of this property?

A. Yes.

7. What institutions have you made appraisals for?

A. For the Bank of Bowie and the Bowie Building Association.

8. Has your experience along that line covered a number of years?

A. Yes, about fifteen years.

9. Are you familiar with the parties in interest in this property?

A. Yes.

10. Do they live in Anne Arundel County?

A. No they do not, some live in Washington, some in Philadelphia and some in Pittsburgh.

11. In your opinion can this particular real estate be divided in kind among the parties in interest?

A. No I don't think it could. A part of it, small part, faces the County road and the rest of it is away from the road, and quite a number of ravines and gulleys in it, it would not be suitable to be divided.

12. What,in your opinion, is necessary and to the best interest of all of the parties?

A. I know it is best to sell it and divide the proceeds among the heirs.

13. The owners have entered into a Contract of Sale of the property to Harry Conway and wife, what, in your opinion, is the fair market value of the property?

A. As a whole around the neighborhood of $1400.

14. In your opinion, would it be to the best interest and advantage of the infant defendant and other parties that this Contract for $1475 be ratified by the Court?

A. Yes it is.

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

A. No, I don't think so.

Frank A. Riden

Harry Conway, a witness oflawful age, being first duly sworn, deposes and says:

(Anderson)

1. State your name and residence?

A. Harry Conway, Odenton, Maryland.

2. You and your wife have agreed to purchase the property which is conveyed by John Conway and others to Thorpe Nesbil, and others, by deed filed herein as Examiner's Exhibit No. 1, consisting of 27 acres in the 4th Election District of Anne Arundel County?

A. That's right.

3. Is this the Contract you have entered into?

A. That's right.

°°°°°Offered in evidence and filed as Exam. Exh. 2.

4. You have agreed to pay $1475 for that property, is that right?

A. That's right.

5. You have paid $200 on account of the purchase price?

A. Yes.

6. Are you and your wife ready to complete the transaction?

A. Yes,when the title is completed.

7. Are there any improvements on this property?

A. No sir, all woodland and underbrush.

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

A. No.

Harry Conway.

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

Witness my hand and seal this 19 day of November, 1946.

Jno. S. Strahorn, (Seal) Examiner

Direction for Taking Deposition under the General Rules of Practice and Procedures in the case of Thorpe Nesbit, et al, vs. Joseph M. Nesbit, et al. No. 9087, Equity in the Circuit Court for Anne Arundel County, Maryland.

1. The testimony is to be taken before a Notary Public, at such time and place as may be convenient.

2. The Notary shall first swear the witness to true answer make to the questions to be propounded.

3. The attached interrogatories shall be singularly propounded to the witness and his answer thereto shall be typed following the question.

4. At the conclusion the witness shall sign the testimony and the Notary shall certify that the witness was sworn by him and that the deposition is a true record of the testimony given.

Marvin I. Anderson

Solicitor for Complainant.

Fred T. Nesbit, a witness of lawful age having been first duly sworn testified as follows:

1. What is your name, address and occupation?

A. Fred T. Nesbit, 1010 Vermont Avenue,N.W. Washington, D. C. Real Estate Broker.

2. What is your relationship to Malcolm M. Nesbit?

A. Uncle.

3. Is he living or deceased?

A. Deceased.

4. When did he die?

A. April 23, 1937.

5. Did he die testate or intestate? Where?

A. Intestate, a resident of Pittsburgh,Pa., My recollection is that his actual death occurred in a hospital in Louisville, Kentucky.

6. Who are his heirs?

A. His widow, Elinor M. Rodgers, formerly Elinor M. Nesbit, and his son Joseph M.Nesbit.

7. Who is Henry C. Rodgers?

A. Husband of Elinor M. Rodgers.

8. How old is Joseph M. Nesbit?

A. 19. He was born June 14, 1927.

9. Were letters of administration on the estate of Malcolm M. Nesbit ever granted in the State of Maryland?

A. No.

10. Are you familiar with the real estate mentioned in these proceedings?

A. Yes.

11. What does it consist of?

A. 27 1/2 acres.

12. Is it improved or unimproved?

A. Unimproved.

13. Can the property be divided in kind among the parties in interest without loss or injury?

A. In my opinion - no.

14. What in your opinion is the best thing to do with the property?

A. Sell it.

15. Why cannot the property be divided in kind without loss?

A. It is situated in a thinly populated acre where no demand exists for small tracts. The tract was once a farm and that seems to be its only feesible use.

16. Have the parties to this case agreed to sell the property?

A. Yes.

17. To whom and for what amount?

A. Harry Conway and Jane Conway, his wife. $1,375.00--Purchaser to assume half of the cost of the Court proceedins. ✓

18. Is this amount a fair and reasonable price?

A. Yes

19. In your opinion is it to the best interest of the infant and other parties to this case, that the Contract of Sale mentioned in the Bill of Complaint be ratified and confirmed by the Court?

A. Yes.

20. Where does the infant defendant, Joseph M. Nesbit reside?

A. 5220 Pembroke Place, Pittsburgh, Pa,

21. Do you know, or can you state, any other matter or thing which may be of benefit or advant-

age to the parties to this cause, or either of them or that may be material to the subject of this your examination, or the matters in question between the parties? If yes, state the same fully and at large in your answer.

A. --

Fred T. Nesbit

Witness sign here.

I Hereby certify that the foregoing deposition was duly sworn to before me on the Fourth day of November, 1946, at Washington, D. C., and is a true record of the testimony given by the witness.

(Notarial Seal) Margaret M. Gard, , Notary Public

1010 Vermont Ave.,N.W. Wash.D.C.

Direction for Taking Deposition under the General Rules of Practice and Procedures in the case of Thorpe Nesbit, et al. vs. Joseph M. Nesbit, et al. No. 9087, Equity in the Circuit Court for Anne Arundel County, Maryland.

1. The testimony is to be taken before a Notary Public, at such time and place as may be convenient.

2. The Notary shall first swear the witness to true answer make to the questions to be propounded.

3. The attached interrogatories shall be singularly propounded to the witness and his answer thereto shall be typed following the question.

4. At the conclusion the witness shall sign the testimony and the Notary shall certify that the witness was sworn by him and that the deposition is a true record of the testimony given.

Marvin I. Anderson,

Solicitor for Complaintant.

THORPE NESBIT, a Witness of lawful age having been first duly sworn testified as follows:

1. What is your name, address and occupation?

A. Thorpe Nesbit, 1240 Land Title Bldg.,Philadelphia, 10, Penna.- Lawyer.

2. What is your relationship to Malcolm M. Nesbit?

A. First cousin.

3. Is he living or deceased?

A. Deceased.

4. When did he die?

A. April 23, 1937.

5. Did he die testate or intestate. Where?

A. Intestate, a resident of Pittsburgh,Penna. My recollection is that his actual death occurred in a hospital at Louisville, Kentucky.

6. Who are his heirs?

A. His widow, Elinor M. Rodgers, formerly Elinor M. Nesbit, and his son, Joseph M. Nesbit.

7. Who is Henry C. Rodgers?

A. Husband of Elinor M. Rodgers.

8. How old is Joseph M. Nesbit?

A. 19. He was born June 14, 1927.

9. Were letters of administration on the estate of Malcolm M.Nesbit ever granted in the State of Maryland?

A. No.

10. Are you familiar with the real estate mentioned in these proceedings?

A. Yes.

11. What does it consist of?

A. 27-1/2 acres

12. Is it improved or unimproved?

A. Unimproved.

13. Can the property be divided in kind among the parties in interest without loss or injury?

A. In my opinion, no.

14. What in your opinion is the best thing to do with the property?

A. Sell it.

15. Why cannot the property be divided in kind without loss?

A. It is situate in a thinly populated area where no demand exists for small tracts. The tract was once a farm, and that seems to be its only feasible use.

16. Have the parties to this case agreed to sell the property?

A. Yes.

17. To whom and for what amount?

A. Harry Conway and Jane Conway, his wife. $1,375, Purchaser to assume half of the cost of the Court proceedings.

18. Is this amount a fair and reasonable price?

A. Yes.

19. In your opinion is it to tbe best interest of the infant and other parties to this case, that the Contract of Sale mentioned in the Bill of Complaint be ratified and confirmed by the Court?

A. Yes, very definitely.

20. Where does the infant defendant, Joseph M. Nesbit reside?

A. 5220 Pambroke Place, Pittsburgh, Penna.

21. Do you know, or can you state,any other matters or think which may be of benefit or advantage to the parties to this cause, or either of them or that may be material to the subject of this your examination, or the matters in question between the parties? If yes, state the same fully and at large in your answer.

A. I have managed this and other property for the heirs of D. M. Nesbit for many years. Out of income received from other property situate outside of Maryland, I have been paying taxes on this property. This income will cease in a few years, when the mortgage we hold is paid off, and at that time there will be no funds available to pay taxes. Accordingly,unless all of the heirs are willing to contribute their share, which is questionable, the property may be sold for non-payment of taxes.

Thorpe Nesbit.

Witness sign here.

I hereby certify that the foregoing deposition was duly sworn to before me on the 1st day of November, 1946, at 1240 Land Title Bldg.,Philadelphia, Pa., and is a true record of the testimony given by the witness.

(Notarial Seal)

Notary Public

My Commission expires April 29th, 1949.

Elizabeth P. McCue, Notary Public

1240 Land Title Bldg.,Phila. Address.

Filed Nov. 19", 1946.

SUBMISSION FOR DECREE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above case is respectfully submitted for decree, and the 41 General Equity Rule is hereby waived.

Marvin I. Anderson

Solicitor for Plaintiffs.

Harry Conway
Jane her X mark Conway

Myrtle Sturm , Guardian ad litem.

Filed Nov. 19, 1946.

D E C R E E .

This cause standing ready for hearing and having been submitted on Bill, Answer and Testimony and all the proceedings having been read and considered, and there being filed in this case an agreement on behalf of all parties in interest for the immediate passage of a decree and it appearing to the Court that the Petition or Bill filed herein is that of Thorpe Nesbit, etal; and that the infant defendant has been duly summoned and has appeared in these proceedings and has answered by his guardian ad litem duly appointed by this Court; and it further appearing to the Court by the testimony from discreet and responsible witnesses who state in their depositions, the value and quantity of the property and the facts and circumstances, that it would be for the benefit and advantage of said infant defendant, that a decree for the sale of the land and property described in these proceedings and set forth in the Bill of Complaint should be passed; and it further appearing to the Court for the benefit and advantage of the infant defendant herein that the property aforesaid be sold for the price and on the terms and conditions set out in the Agreement of Sale and Purchase between Thorpe Nesbit, et al and Harry Conway and Jane Conway, his wife, filed with the Bill in this case, marked "Complainants' Exhibit B; and that the said property would not be susceptible of division in kind now or hereafter among those in title.

NOW THEREFORE, IT IS ADJUDGED, ORDERED AND DECREED this 20 day of November, 1946, by the Circuit Court for Anne Arundel County, in Equity, that the property and land mentioned and described in these proceedings aforesaid, and described in said Agreement of Sale and Purchase, and in the Bill of Complaint set forth, be sold accordingly; and it is hereby further ADJUDGED ORDERED AND DECREED that the aforesaid Agreement of Sale and Purchase dated the 20th day of May, 1946 made by and between Thorpe Nesbit, et al and Harry Conway and Jane Conway, his wife, be and the same is hereby ratified, confirmed and approved; and that Marvin I. Anderson be and he is hereby appointed Trustee for the purpose of conveying the property aforesaid to the said purchasers, Harry Conway and Jane Conway, his wife, and the said Marvin I. Anderson, upon payment of the whole purchase money mentioned in said Agreement, but not before as Trustee aforesaid, shall, by a good and sufficient deed, to be executed and acknowledged by him as said Trustee, convey to the said Harry Conway and Jane Conway, his wife, as tenants by the entireties, their heirs and assigns, the aforesaid property and land, free, clear and discharged from all claims of the parties hereto, both plaintiffs and defendants, and those claiming by, through, from or under them or any of them, in accordance with the terms and conditions of said Agreement of Sale and Purchase; and after receiving the same, the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting therefrom, the Court cost of these proceedings and such commissions as may be allowed the said Trustee

by this Court in consideration of the performance of his duties as such Trustee; and the said Marvin I. Anderson, Trustee aforesaid, is hereby required to file in this court a bond with surety in the penalty of Two Thousand ($2000.00) dollars, to be approved by the Court of the Clerk thereof.

And it appearing to the Court from the testimony in this case that there has been no administration on the estate of Malcolm M. Nesbit in Maryland, the Trustee is directed to give notice to his creditors, if any, to file their claims in this Court in the office of the Clerk, thereof, said notice to be published in some news paper printed and published in Anne Arundel County once a week for four successive weeks ten days prior to final filing date.

William J. McWilliams,

Judge.

Filed 20 November, 1946.

B O N D .

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Marvin I. Anderson, as principal, and National Surety Corporation, a body corporate, duly incorporated under the Laws of the State of New York, are held and firmly bound unto the State of Maryland, in the full and just sum of two thousand,($2,000.00), dollars, to be paid to the said State or its certain attorneys, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our respective Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 26th. day of November in the year of our Lord one thousand nine hundred and forty-six.

WHEREAS, the above bounded Marvin I. Anderson was appointed trustee by virtue of a decree of the Honorable the Judge of the Cicuit Court of Anne Arundel County, dated the 20th day of November, 1946, mentioned in the proceedings in the case of Thorpe Nesbit, et al. vs Joseph M. Nesbit, infant, et al, known as No. 9087 Equity, now pending in said Court.

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

Signed, Sealed and delivered in the presence of

Mae Eloise Cole.

Marvin I. Anderson (SEAL)

NATIONAL SURETY CORPORATION

BY Marvin I. Anderson

Attorney-in-Fact.

(Corporate Seal)

BOND Approved, this 26" day of Nov. 1946,

John H. Hopkins, 3rd, Clerk.

Filed 26 November, 1946.

REPORT OF SALE OF TRUSTEE AND ORDER

OF COURT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Marvin I. Anderson, Trustee, duly appointed by the Decree of this Court dated the 20th day of November, 1946, in these proceedings, to convey the property in these proceedings to Harry Conway and Jane Conway, his wife, the purchasers, respectfully shows unto your Honors:

1. That in compliance with the Decree of this Court in these proceedings dated the 20th day of November, 1946, appointing him Trustee to convey the property to the purchasers mentioned in these proceedings, the said Marvin I. Anderson, Trustee, duly filed his bond in the penalty of Two Thousand ($2,000.00) Dollars, conditioned for the faithful performance of the duties imposed upon him as such Trustee with the National Surety Corporation, as Surety thereon, in these proceedings.

2. That on the 17th day of December, 1946, the said Marvin I. Anderson, Trustee, duly executed and acknowledged and delivered to Harry Conway and Jane Conway, his wife, a deed conveying to them the purchasers, the property in these proceedings mentioned, and described in the Agreement of Sale and Purchase filed in these proceedings, and to their heirs and assigns, free and clear and discharged from all claims of the parties hereto, both plaintiffs and defendants and those claiming by, through, from or under them or any of them, in accordance with the terms of said Agreement of Sale and Purchase, as directed by this Court's Decree; the said Marvin I. Anderson, Trustee, first having received the whole purchase money, to wit: Fourteen hundred and seventy five ($1475.00) dollars, together with the accrued taxes, said whole amount of purchase price having been paid, the said Marvin I. Anderson, Trustee, paid One Dollar and fifty-two cents for one-half of the Documentary stamps on the deed leaving a balance in his hands of Fourteen hundred and seventy-five dollars and seventy-six cents, subject to the costs and other expenses and commissions, for distribution among those entitled.

3. That the said Marvin I. Anderson, Trustee, in compliance with the decree of this Court aforesaid, now brings into this Court the money arising from the sale aforesaid, to wit: the sum of Fourteen hundred seventy five dollars and seventy six cents ($1475.76), to be distributed among the parties in interest, after deducting therefrom the costs of these proceedings, expenses and such commissions as may be allowed the Trustee by this Court, in consideration of the performance of his duti es as such Trustee.

WHEREFORE, The said Marvin I. Anderson, Trustee, prays the Court to refer the papers in these proceedings to the Auditor of this Court to state an account herein accordingly, so that the said Trustee may pay out and distribute the said purchase money in his hands under the direction of this Court.

And as in duty bound, etc.

Marvin I. Anderson,

Solicitor and Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 18 day of December in the year Nineteen hundred and forty-six before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Marvin I. Anderson, Trustee, and made oath in due form of law that the matters and things stated in the above Report of Sale are true as therein stated.

As witness my hand and seal Notarial.

(Notarial Seal) Myrtle Sturm, Notary Public.

Filed December 20, 1946.

ORDER

On the above Report and Affidavit, it is hereby ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 2 day of January, 1947, that the papers in these proceedings be and they are hereby referred to the Auditor of this Court to State an Account herein distributing the purchase money, to wit: Fourteen hundred and seventy-five ($1475.00) dollars, among the parties, Plaintiffs and Defendants, as their interests may appear, after deducting therefrom the costs of

these proceedings in this Court, expenses and the usual commissions, and fee, which are hereby allowed the Trustee appointed by this Court in consideration of the performance of his duties as such Trustee.

William J. McWilliams, A. J.

Filed 2 January, 1947.

CERTIFICATE OF PUBLICATION NOTICE TO CREDITORS

OF MELCOLM M. NESBIT

The Creditors of Malcolm M. Nesbit,deceased, are hereby notified to file their claims in the case of Thorpe Nesbit, et al, vs Joseph M.Nesbit, etc. No. 9087 Equity with the Clerk of the Circuit Court for Anne Arundel County, with the vouchers thereof, on or before January 7th 1947, or they may otherwise by law, be excluded from all benefit of said estate.

d-26 Marvin I. Anderson, Trustee.

CERTIFICATE OF PUBLICATION

Annapolis, Md, January 8, 1947

We hereby certify that the annexed Notice to Creditors, Malcolm M. Nesbit was published in MARYLAND GAZETTE, a newspaper published in the City of Annapolis, Anne Arundel County,Maryland, once a week for 4 successive weeks before the 7th day of January, 1947. The first insertion being made the 5th day of December, 1946.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG_ By Mae Carlson.

Filed January 9, 1947.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that _he has examined the proceedings in the above entitled cause and from them _he has stated the within account. January 7, 1947.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Thorpe Nesbit, et al.vs Joseph M. Nesbit, an infant, et al, in ac.

To Trustee for Commissions	75.63	
To Trustee for fee (Order of 12/23/46)	125.00	200.63
To Trustee for Court costs,viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court-costs	23.75	
Auditor- stating this account	13.50	47.25
To Trustee for Expenses, viz:		
Capital-Gazette Press-Noticeto creditors	5.00	
Capital-Gazette-Order Nisi (acct.)	5.00	
National Surety Corporation-bond premium	10.00	
John S. Strahorn-Examiner	8.00	
Juliet D. Strahorn-stenographer	5.00	
Myrtle Sturm-Guardian Adlitem	4.00	
One half Federal revenue stamps	.82	
One-half State revenue stamps	.70	
Clerk of Court-recording release	3.50	
Myrtle Sturm-notary fee	.50	42.52

BALANCE FOR DISTRIBUTION ℔ 1,186.88

Distributed as follows:

To Thorpe Nesbit-three-eighteenths	197.81	
To May Thorpe Bigelow-three-eighteenths	197.81	
To Jessie B. Martin- three-eighteenths	197.81	
To Eleanor M. Rodgers,Widow of Malcolm M.Nesbit-one-eighteenth	65.94	
To Joseph M.Nesbit,Son of Malcolm M.Nesbit,deceased, two-eighteenths	131.87	
To Linda H. Nesbit-three eighteenths	197.82	
To Dorothy D.Brawner-three-eighteenths	197.82	
	1,186.88	1,186.88
		1,477.28

with Marvin I. Anderson, Trustee Cr.

1946		
May 20 Proceeds of Sale	1,475.00	
Refund 1946 taxes (adjusted)	2.28	1,477.28
		1,477.28

Filed January 9, 1947

ORDER NISI

ORDERED, This 9" day of January, 1947, 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 10" day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10" day of February next.

John H. Hopkins, 3rd, Clerk.

Filed January 9, 1947

CERTIFICATE OF PUBLICATION

Annapolis, Md. February 10, 1047

We hereby certify that the annexed Order Nisi Equity No. 9087 Thorpe Nesbit was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County,Maryland once a week for 3 successive weeks before the 10th day of February, 1947. The first insertion being made the 16th day of January, 1947.

THE CAPITAL-GAZETTE PRESS, INC.

By Ellen Cole

Filed 11 February, 1947.

FINAL ORDER

ORDERED BY THE COURT, this 12 day of February,1947,that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

William J. McWilliams,

A. J.

FILED 12th February, 1947

PETITION FOR AUTHORITY TO PAY GUARDIAN OF JOSEPH M. NESBIT,
AND ORDER OF COURT THEREON.

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Petition of Marvin I. Anderson, Trustee, respectfully shows:

That the infant, Joseph M. Nesbit, mentioned in these proceedings has been audited the sum of $131.87.

That the Commonwealth Trust Company of Pittsburgh, has been appointed Guardian of the Estate of Joseph M. Nesbit, as will be seen by the Certificate attached hereto.

Wherefore your petitioner prays the Court to pass an Order authorizing and directing him as Trustee, to pay over to the said Commonwealth Trust Company of Pittisburgh , Guardian of the Estate of Joseph M. Nesbit, the amount due said infant, as shown by the Auditor's Report and Account filed in this case.

Marvin I. Anderson, Trustee.

ORDER

ORDERED this 3 day of April, 1947, by the Circuit Court for Anne Arundel County, that Marvin I. Anderson, Trustee, in the above entitled case, be and he is hereby authorized and directed to pay over to the Commonwealth Trust Company of Pittsburgh, Guardian of the Estate of Joseph M. Nesbit, the amount due said minor, as shown by the Auditor's Report and Account filed in these proceedings.

William J. McWilliams, Judge.

FiledApril 3, 1947

Form 12 O.C. No. 6420

STATE OF PENNSYLVANIA, ALLEGHENY COUNTY, SCT: 3814 of 1938

BE IT REMEMBERED, That at an Orphans' Court held at Pittsburgh, in and for said County, the 5th day of May, A.D. 1938, before the Honorable the Judges of our Court, upon petition, our said Court did appoint The Commonwealth Trust Company of Pittsburgh, Guardian of the Estate of Joseph M. Nesbit, Born, June 14th.1927. minor child of Elinor M. Nesbit of Aspinwall, Alleghany County, and Malcolm M. Nesbit, late of Alleghany County, Pennsylvania, deceased. Bond of said Guardian in the sum of $ none, as required by Court, approved and filed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at Pittsburgh, this 26th day of February in the year of our Lord one thousand nine hundred and Forty-seven.

John A. Holden Ass't. Clerk — John M. Huston, Clerk.

(COURT SEAL)

Filed April 3, 1947.

MINNIE A. OWINGS, ANNIE L. ZOBRIST, JOHN C. ZOBRIST, her husband, RUSSELL H. OWINGS, NANA R. OWINGS, his wife, vs ERNEST OWINGS, CARL OWINGS, ROSE OWINGS, his wife, Helen Owings, ALICE O. LAGASSE, PERRY JOSEPH	:	No. 9101 Equity IN THE CIRCUIT COURT

LAGASSE, her husband, IOLA O. SMITH, :
VIVIAN F. DAVIES, CHARLES DAVIES, :
her husband, RINGGOLD P. MILLER, :
GEORGE MILLER, her husband, FRANKLIN :
OWINGS, CHARLES W. OWINGS, EDITH L. :
OWINGS, his wife, IRVING OWINGS, : FOR
BETTY H. OWINGS, his wife,ELIZABETH O. : ANNE ARUNDEL COUNTY
LITTLE, FRANK J. LITTLE,HER HUSBAND, :
D. CLARK OWINGS, MARGUERITE C. OWINGS, : No. 9101 EQUITY
his wife, ELEANOR O. SPARROW, JOHN B. :
SPARROW, her husband, WALLACE H.OWINGS, :
MARY OWINGS, his wife, HOWARD C. OWINGS, : EQUITY
IRENE OWINGS, his wife, MARION MACONACHY, : NO.
W. VICTOR MACONACHY, her husband,CHARLOTTE : 1317
O. CASE, WALTER E. CASE,her husband, :
RAYMOND D. OWINGS, HELLEN OWINGS, his wife, :
EDITH SHOOK, EVERETT W. SHOOK, her hus- :
band, MONROE OWINGS, JOSEPH C. OWINGS, :
IRENE OWINGS, his wife, MARGARET OWINGS, :
SAMUEL OWINGS, 4th, her husband, and :
UNKNOWN HEIRS OF JOHN GARNET OWINGS. :

: : : : : : : : :

CERTIFIED COPY

BILL OF COMPLAINT FOR THE SALE OF REAL ESTATE.

TO THE HONORABLE, the JUDGES OF THE CIRCUIT COURT FOR CALVERT COUNTY:

Your orators, complaining,say:

1. That Ella G. Owings Walker was, in her lifetime and at the time of her death seized and possessed of the following tracts or parcels of real estate, to wit:

A tract of land known as "Home Farm" lying partly in the Third Election District of Calvert County, and partly in the Eighth Election District of Anne Arundel County, Maryland, bordering on the Chesapeake Bay and adjoining the land of Samuel Owings and others, containing three hundred and sixty-six and one tenth acres (366-1/10 A.) more or less.

A tract of land known as "Blue Bird Hill" in the Third Election District of Calvert County, Maryland, adjoining the lands of Viola S. Lyons and others, containing one hundred and one and one quarter acres (101¼ A.) more or less.

A tract of land in the Third Election District of Calvert County, Maryland, bordering on the State Road at Mt. Harmony, containing 2 - 8/100 acres, more or less;

The said tracts of land having been obtained by the said Ella G. Owings Walker, formerly Ella G. Owings, from Joseph S. Wilson and John P. Briscoe, Trustees, by deed dated January 19, 1886, and recorded in Liber S. S. No. 7 at folio 145, etc., one of the Land Records of Calvert County, a certified copy of which is filed herewith as a part hereof, marked "Plaintiffs' Exhibit No. 1".

A tract of land in the Third Election District of Calvert County, Maryland, adjoining the lands of Chesapeake Beach Hotel Company, Viola S. Lyons and others, containing two hundred and

fifty-five acres (255 A.) more or less, the same being the land that the said Ella G.Owings Walker obtained from Ernest Owings, widower, by deed dated March 24, 1934, and recorded in Liber A. A. H. No. 32 at folio 14, etc., and by deed dated November 20, 1935, and recorded in Liber A. A. H. No. 36 at folio 19, etc., Land Records of Calvert County; certified copies of said deeds are filed herewith as a part hereof, marked "Plaintiffs' Exhibit No. 2" and Plaintiffs' Exhibit No. 3."

2. That the said Ella G. Owings Walker being so seized and possessed of the said real estate departed this life intestate in Calvert County, Maryland, on or about the 16th day of December, 1943, leaving as her only heirs at Law, viz.

a. Minnie A. Owings, a sister, who is unmarried and resides at Friendship, Anne Arundel County, Maryland.

b. Annie L. Zobrist, a sister, whose husband is John C. Zobrist, both of whom reside in Baltimore City, Maryland.

c. Ernest Owings, a brother, who is a widower and resides at Seat Pleasant, Prince George County, Maryland.

d. The following heirs of Ashby Owings, a deceased brother, who died prior to the death of the said Ella G. Owings Walker, namely - Carl Owings, a son, whose wife is Rose Owings,both of whom reside in Okland, California; Helen Owings, unmarried, and Alice O. Lagasse and other unknown heirs of John Garnet Owings, a deceased son of the said Ashby Owings, both of whom predeceased the said Ella G. Owings Walker. The said Helen Owings, Alice O. Lagasse, whose husband is Percy Joseph Lagasse, all reside at San Diego, California; and the whereabouts of the other heirs are unknown to your orators.

e. The following heirs of Henry P. Owings, a deceased half brother, who also predeceased the said Ella G. Owings Walker, namely:- Iola O. Smith, a daughter, who is a widow and resides af Greensboro, Maryland; Russell H. Owings, whose wife is Nana R. Owings, both of whom reside in Calvert County, Maryland; Vivian P. Davies, whose husband is Charles Davies, both of whom reside at Ladsdowne, Pa. and Ringgold P. Miller, whose husband is George Miller, both of whom reside at Norfolk, Virginia, the said Vivian P. Davies and Ringgold P. Miller being the only heirs of Eva Prout Magruder, who died prior to her father, the said Harry P. Owings.

f. The following heirs of Franklin Owings, a deceased half brother, who also predeceased the said Ella G. Owings Walker, namely - Franklin Owings, a son, who is a widower and resides in Washington, District of Columbia; Heirs of Irvin Owings a deceased son of the aforesaid Franklin Owings, the deceased half brother of the said Ella G. Owings Walker, who also predeceased the said Ella G. Owings Walker, to wit: Charles W. Owings, whose wife is Edith L. Owings, both of whom reside at Roanoke, Virginia; Irvin Owings, whose wife is Betty H. Owings, both of whom reside in Richmond, Virginia; Elizabeth O. Little, whose husband is Frank J. Little, both of whom reside at Fair Haven, Anne Arundel County, Maryland; D. Clark Owings, whose wife is Marguerite C. Owings, both of whom reside in Atlanta, Georgia; Eleanor O. Sparrow, whose husband is John B. Sparrow, both of whom reside temporarily at Fair Haven, Anne Arundel County, Maryland.

g. The following heirs of Wallace Owings, a deceased half brother, who also predeceased the said Ella G. Owings Walker, namely - Wallace H. Owings, whose wife is Mary Owings, both of whom reside at Columbia, South Carolina; Howard C.,Owings, whose wife is Irene Owings, both of whom reside at Hampton, Virginia; Marion Maconachy, whose husband is W. Victor Maconachy, both of whom reside at Baltimore, Maryland; Charlotte O. Case, whose husband is Walter E.Case

both of whom reside at Halethorpe, Maryland; Raymond D. Owings, whose wife is Helen Owings,both of whom reside in Baltimore, Maryland, Edith Shook, whose husband is Everett W. Shook, both of whom reside at Toledo, Oregon; Monroe Owings, who is unmarried and resides in Baltimore,Maryland; Joseph C. Owings, whose wife is Irene Owings, both of whom reside at Los Angeles, California; Margaret Owings, whose husband is Samuel Owings, 4th, both of whom reside in Calvert County, Maryland.

All of the above mentioned known heirs of the said Ella G. Owings Walker are of full age.

3. That the personal estate of the said Ella G. Owings Walker has been administered upon in the Orphans' Court for Calvert County, with notice to creditors given as legally prescribed and all debts, costs and taxes, including inheritance taxes, paid.

4. That the real estate hereinbefore mantioned and described is not susceptible of partition without loss or injury to the parties entitled to interest therein, and in order to make division of the said interest it will be necessary that the said real estate be sold and the proceeds thereof divided among the parties,according to their respective interests.

To the end, therefore,

1. That a decree may be passed for the sale of the said real estate.

2. That the proceeds of the sale may be distributed among those entitled.

3. That your orators may have such other and further relief as the case may require.

May it please your Honors to grant unto your orators the writ of subpoena directed to the said Ernest Owings, Iola O. Smith, Elizabeth O. Little, Frank J. Little, Eleanor O. Sparrow, John B. Sparrow, Marion Maconachy, W. Victor Maconachy, Charlotte O. Case, Walter E. Case,Raymond D. Owings, Helen Owings, Monroe Owings, Margaret Owings, and Samuel Owings, 4th, commanding them to be and appear in this Court in person or by solicitor on some certain day to be named therein to answer the premises and abide by and perform such decree as may be passed therein; and also the order of publication giving notice to the said Carl Owings, Rose Owings, Helen Owings,Alice O. Lagrasse, Percy Joseph Lagasse, Vivian P. Davies, Charles Davies, Ringgold P. Miller, George Miller, Franklin Owings, Charles W. Owings, Edith L. Owings, Irvin Owings, Betty H. Owings, D. Clark Owings, Marguerite C. Owings, Wallace H. Owings, Mary Owings, Howard C. Owings, Irene Owings, Edith Shook, Everett W. Shook, Joseph C. Owings and Irene Owings, all of whom are non-residents of the State of Maryland, and the unknown heirs of John Garnet Owings, deceased , of the object and substance of this bill and warning them to be and appear in this Court in person or by solicitor on some certain day to be named therein, to show cause if any they have, why a decree ought not to be passed as prayed.

And as in duty, etc.

Benjamin Hance.

Solicitor for the Plaintiffs.

State of Maryland, Calvert County, to wit:

I Hereby Certify, that the aforegoing is a true copy of Bill of Complaint, filed in Equity No. 1317, in the Circuit Court of Calvert County, Maryland.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court,for Calvert County, Maryland, this 22nd day of August, in the year one thousand nine hundred and forty-six.

(Seal of Circuit Court for
Calvert County, Maryland.)

Alan W. Ross,

Alan W. Ross, Clerk.

Filed August 27, 1946.

CERTIFIED COPY OF DECREE

IN THE CIRCUIT COURT FOR CALVERT COUNTY.

This cause standing ready for hearing and being submitted and the proceedings read and considered

It is thereupon this 21st day of May, 1946, by the Circuit Court for Calvert County,Maryland, adjudged, ordered and decreed that the real estate mentioned in these proceedings be sold; and that Benjamin Hance be, and he is hereby appointed trustee to make said sale and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court or the Clerk thereof, in the penalty of Thirty Thousand dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such newspapers published in Calvert County as he shall think proper, of the time, place, manner and terms of sale, which terms shall be one-third cash, one-third in six months and one-third in twelve months, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest and to be secured to the satisfaction of the trustees, and, as soon as may be convenient after such sale or sales, the said trustee shall retuen to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, plaintiff and defendants, and those claiming by, from or under them, or either of them; and the said trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said trustee as this Court shall think proper to allow in consideration of the skill,attention and fidelity wherewith he shall appear to have discharged his trust.

John B. Gray, Jr.,

Judge.

State of Maryland, Calvert County, to wit:

I Hereby Certify, that the aforegoing is is true copy of the Decree, filed in Equity No. 1317, in the Circuit Court for Calvert County, Maryland.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Calvert County, this 22nd ,day of August, in the year one thousand nine hundred and forty-six.

(Court Seal of Calvert County)

Alan W. Ross,

Clerk.

Filed August 27, 1946.

CERTIFIED COPY OF TRUSTEE REPORT OF SALE.

To the Honorable, the Judges of said Court:

The report of Benjamin Hance, Trustee, appointed by a decree of this Court passed in the above entitled cause, dated May 21st,1946, to make sale of certain real estate therein mentioned respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, and

giving notice of the time, place, manner and terms of sale by advertisements inserted in the "Calvert Journal", a newspaper published in Calvert County, Maryland and in "Maryland Gazette", a newspaper published in Anne Arundel County, Maryland, for at least three successive weeks before the day of sale, as shown by certificates of publication filed herewith as a part hereof, and by advertisement on two Sundays in the "Evening Star", a newspaper published in Washington, D. C., and for one Sunday in "The Sun", a newspaper published in Baltimore City, Maryland, and by advertisement posted on the Court House door at Prince Frederick, Maryland, and Annapolis, Maryland, and many conspicuous places through out Calvert, Anne Arundel and Prince George's Counties and other places, he did, pursuant to said notices, attend at the Court House door in Prince Frederick, Calvert County, on the 9th day of July, 1946, at 11 o'clock,A.M.,and then and there proceeded to sell the properties mentioned in the aforesaid decree and advertisement in manner following, that is to say:

Your trustee offered at public sale to the highest bidder the waterfront portion of the first described tract of land bordering on Chesapeake Bay and reserved the high bid thereon, then he offered the remainder of the tract of land and reserved the high bid thereon, he then offered the entire tract of three hundred and sixty-six and one-tenth(36601/10) acres more or less (waterfront portion and remainder of farm), and the highest bid received from said offers for the said tract of land was Twenty-nine Thousand Five Hundred Dollars ($29,500.00), which your trustee considered inadequate and no sale thereof was made; and he reports that he has since sold the said property at private sale to Joseph E. Rose for Thirty Thousand Dollars ($30,000.00), the same being the highest offer that he has been able to obtain for the property, which in the opinion of your trustee is an adequate price for the same.

Your trustee then offered at public sale to the highest bidder the second described tract of land in the Third Election District of Calvert County, Maryland bordering on the State Road leading to Chesapeake Beach and adjoining the lands of Chesapeake Beach Hotel Company and others,containing two hundred and fifty-five (255) acres more or less, and sold the property to Wesley Stinnett and Elizabeth Stinnett, his wife, for Ten Thousand Nine Hundred Dollars ($10,900.00), they being at that sum the highest bidder therefor.

Your trustee then offered at public sale to the highest bidder the third described tract of land in the Third Election District of Calvert County, Maryland, bordering on State Road leading from Sunderland to Owings, adjoining the lands of the heirs of Charles Howes and others, containing one hundred and one and one-fourth (101 $\frac{1}{4}$) acres, more or less, and the highest bid received for the property was $4300.00, which your trustee considered inadequate and no sale thereof was made; and he reports that he has since sold the said property at private sale to Viola S. Lyons for the sum of Four Thousand Five Hundred Dollars ($4500.00), the same being the highest offer that he has been able to obtain for the property which in the opinion of your trustee is an adequate price for the same

Your trustee then offered at public sale to the highest bidder the fourth described parcel of land, the same being a lot at Mt. Harmony, in the Third Election District of Calvert County, Maryland,bordering on the State Road leading from Sunderland to Owings, containing Two (2) acres, more or less, and the highest bid received for the property was Four Hundred and Fifty Dollars, ($450.00), which your trustee considered inadequate and no sale thereof was made; and he reports that he has since sold the said lot at private sale to Griffith N. Harrison for the sum of Five Hundred Dollars ($500.00), the same being the highest offer that he has been able to obtain for

the property, which in the opinion of your trustee is an adequate price for the same.

The terms in each of the several sales hereinbefore mentioned being as prescribed by decree passed in this cause and mentioned in advertisement, to wit: One third cash on day of sale or ratification thereof by the Court, one-third in six months, one third in twelve months thereafter, or all cash at the option of the purchasers, the credit portions to bear interest and to be secured to the satisfaction of your trustee. The case deposits prescribed in the advertisement have been paid by the several purchasers to your trustee.

Respectfully submitted.

Benjamin Hance

Benjamin Hance, Trustee

State of Maryland, Calvert County, to wit:

I hereby certify that on this 16th day of July, 1946, before me, the subscriber , the Clerk of the Circuit Court for Calvert County, personally appeared Benjamin Hance, trustee named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sales therein reported were fairly made.

Alan W. Ross

Clerk of the Circuit Court for
Calvert County.

Nisi Order.

Ordered by the Circuit Court for Calvert County, this 16th day of July, 1946, that the sale of the property mentioned in these proceedings made and reported by Benjamin Hance, trustee, be ratified and confirmed, unless cause to the contrary be shown on or before the12th Day of August, 1946, provided a copy of this order be inserted in some weekly newspaper published in Calvert County, once in each of three successive weeks, before the 12th day of August next.

The report states the aggregate amount of the sales to be $45,900.

Alan W. Ross, Clerk.

TRUSTEE'S SALE

OF

WATERFRONT PROPERTY ON CHESAPEAKE BAY AND FARMS AND LOT ON STATE HIGHWAY.

By virtue of a decree in the Circuit Court for Calvert County passed in the case of Minnie A. Owings,et al, vs. Ernest Owings, et al,Equity No. 1317, the undersigned trustee will sell at public sale at the Court House Door in Prince Frederick, Calvert County, Maryland, on TUESDAY July 9th, 1946, at 11 o'clock,A.M. the following properties:

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1. Tract of land lying and being partly in the Third Election District of Calvert County, Maryland, and partly in the Eighth Election District of Anne Arundel County, Maryland, bordering on Chesapeake Bay, containing 366-1-10 acres,more or less.

This land is adjacent to North Beach Park and near Fairhaven, and suitable for waterfront development. It has a frontage of approximately 2200 feet on Chesapeake Bay, with a splendid stand of pine and hardwood timber.

The waterfront portion of the property extending across the width of the same, bounded on the north by the Bay,on the east by North Beach Park, on the south by the land of Samuel Owings, and on the west by a creek and marsh,containing approximately 65 acres,will be first offered for sale and the high bid received thereon will be reserved, then the remainder of the tract,contain-

ingapproximately 300 acres, improved by a large dwelling, three tenant houses and two barns and the major portion of the timber on the property will be offered and the high bid received thereon will be reserved, and then the entire tract of 366-1-10 acres, more or less, will be offered and the property sold in the most advantageous manner.

2. Tract of land in the Third Election District of Calvert County, Maryland, bordering on the State Road leading to Chesapeake Beach and adjoining the lands of Chesapeake Beach Hotel Company. The North Chesapeake Beach Land and Improvement Company, Talbott Subdivision and others, containing 255 acres, more or less.

This property is improved by two dwelling houses and one barn, with excellent tobacco land and timber. A portion of the same is suitable for development.

3. Tract of land in the Third Election District of Calvert County, Maryland, bordering on the State Road leading from Sunderland to Owings and adjoining the lands of the heirs of Charles Howes, Viola B. Lyons and others,containing 101 ¼ acres, more or less. This farm is improved by a dwelling house and barn with good tobacco land and timber.

4. Lot at Mt. Harmony in the Third Election District of Calvert County, Maryland, bordering on the State Road leading from Sunderland to Owings, containing two acres, more or less.

All of these properties being the real estate of which Ella G. Owings Walker late of Calvert County, Maryland, died seized and possessed.

The undersigned trustee reserves the right to reject all bids for the said properties.

TERMS OF SALE: OneOthird cash on the day of sale or ratification thereof by the Court, one third in six months and one-third in twelve months thereafter, or all cash at the option of the purchaser or purchasers; the credit portions to bear interest and to be secured to the satisfaction of the trustee. A cash deposit on day of sale of $500.00 on each of the first three tracts and $100.00 on the fourth parcel hereinbefore described shall be required. All costs of conveyancing, including revenue stamps and tax, at the expense of the purchaser or purchasers.

Benjamin Hance,

Trustee.

Benjamin Hance, Esq.,
Attorney At Law
Prince Frederick, Md.

THE CALVERT JOURNAL
WILLIAM W. DUKE
EDITOR AND PROPRIETOR
PRINCE FREDERICK, MD.

I Hereby certify that the annexed notice of sale was published in the Calvert Jounral, a newspaper published in Calvert County, Maryland, for four successive weeks.

The first insertion being on June 15th, 1946.

William W. Duke

Editor of Calvert Journal.

OFFICE OF THE
MARYLAND GAZETTE
PUBLISHED BY
THE CAPITAL-GAZETTE PRESS, INC.
(Holders of Contract for Anne Arundel
County Advertising

Equity No. #1317

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 10, 1946.

We hereby certify, that the annexed Trustee's Sale of Waterfront property Minnie A. Owings was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of July, 1946. The

first insertion being made the 13th of June, 1946.

THE CAPITAL-GAZETTE Press, Inc.,

By Mae Carlson

STATE OF MARYLAND, CALVERT COUNTY, TO WIT:

I Hereby Certify, that the aforegoing is a true copy of "Report of Sale", filed in Equity No. 1317, in the Circuit Court for Calvert County, Maryland.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Calvert County, this 22nd day of August, in the year one thousand nine hundred and forty-six.

(COURT SEAL OF CALVERY COUNTY)

Alan W. Ross,

Clerk.

Filed August 27, 1946.

CERTIFIED COPY OF"FINAL ORDER,

RATIFYING SALE."

FINAL ORDER.

Ordered by the Circuit Court for Calvert County, this 19th day of August, 1946, that the sales made and reported by Benjamin Hance, Trustee in the above entitled cause, 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 in said cause, and the aforesaid trustee be allowed the usual commission and such further expenses as he shall produce vouchers for to the auditor.

John B. Gray, Jr., Judge.

STATE OF MARYLAND, CALVERT COURT, to wit:

I Hereby Certify, that the aforegoing is a true copy of "Final Order Ratifying Sale",filed in Equity No. 1317, in the Circuit Court for Calvert County, Maryland.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Calvert County, this 22nd day of August, in the year one thousand nine hundred and forty-six.

(SEAL FOR CALVERT COUNTY)

Alan W. Ross,

Clerk.

Filed August 27, 1946.

CLARA L. EVANS CRANDALL and R. ST.CLAIR CRANDALL, her husband,	:	No. 9104 EQUITY
vs	:	IN THE
THOMAS O. HOWSE, MILDRED NAOMI HOWSE, EDNA WELSH and OWEN WELSH, her husband, JOHN HOWSE, ELIZABETH HOWSE ROGERS and ELLSWORTH ROGERS, her husband, GEORGE HOWSE.	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

To the Honorable, the Judges of said Court:

The Plaintiffs' Bill of Complaint respectfully states.

1st: That William Wallace Evans, deceased, died, intestate, seized and possessed o f three (3) acres and three (3) perches of land, situated in the Seventh Election District of AnneArundel County, Maryland, which property was conveyed to him by Hiram Evans and wife and others by Deed dated the 14th day of January in the year 1893 and recorded in Liber S.H. No. 44,folio 64. A

certified copy of which Deed is herewith filed and marked Exhibit No. 1.

2nd. That the the wife of the said William Wallace Evans whose name was Hester Evans has since died.

3rd. That the said William Wallace Evans left surviving him as his only heirs at law, the following children and grand children, to wit:

1. William H. Evans, single, who has recently departed this life intestate, unmarried, and without children.

2. Clara L. Evans Crandall, who married one R. St. Clair Crandall.

3. Margaret Howse, deceased, who married one Thomas Howse, and who left surviving her, her husband, Thomas Howse, and the following named children to wit: Mildred Naomi Howse, Edna Welsh who married Owen Welsh, John Howse, Elizabeth Howse Rogers, who married Ellsworth Rogers, and George Howse, the said Elizabeth and George being infants under the age of twenty-one years.

3th: That the property of which William Wallace Evans died, seized and possessed contains only three (3) acres and three (3) perches of land, improved by a small house and is not susceptible of partition in kind without loss or injury to the parties concerned because of the fact it is not so situated as to furnish a home for all of the heirs, and if divided into small lots it would hardly be saleable, therefore your petitioners believe it would be to the best interest and advantage to all of the parties concerned, particularly the infants, to have said property sold and the proceeds divided among those entitled thereto.

TO THE END THEREFORE,

(1) That a Decree may be passed by this Court directing a sale for partition of the property herein mentioned.

(2) And for such other and further relief as their case may require.

May it please your Honors to grant unto your Complainants the writ of subpoena directed to the said defendants, Thomas O. Howse, Mildred Naomi Howse, Edna Welsh and Owen Welsh, her husband, John Howse, Elizabeth Howse Rogers and Ellsworth Rogers, her husband, and George Howse, the latter two Elizabeth Howse Rogers and George Howse being infants, all of whom live near Churchton, Anne Arundel County, Maryland, commanding them to be and appear in this Court on some certain day to be named therein, and answer the premises and abide by and perform such decree or decrees as may be passed therein.

And as in duty bound,

Eugene P. Childs,

Solicitor for Plaintiffs.

Filed August 30, 1946.

EXAMS. EXH.# 2 - EXHIBIT NO. 1, - DEED

THIS DEED made this fourteenth day of January, in the year Eighteen hundred and ninety-three by Hiram Evans and Margaret Evans, his wife, William A. Ford and Annie Ford, his wife, William E. Phipps and Ida Phipps, Andrew Phipps and Mary Phipps, his wife, Benjamin Wells and Alice Wells, his wife, and Charles Evans, parties of the first part, and Wallace Evans, of the second part, all of Anne Arundel County and State of Maryland, WITNESSETH:

WHEREAS, by a survey and a division of a part of the land of the said Hiram Evans, known as "Waysons Folly" made by John Shepherd, Surveyor about the 19th day of June in the year 1890. said land was divided into Six equal lots numbered from One to Six inclusive, and designed to give one of said lots to each of the children of the said Hiram Evans, and that Lot No. 1 was assigned to the said Wallace Evans, he being one of the children, and Whereas the said Wallace Evans is desirous of having a deed executed to him of said lot No. 1 in conformity with said Survey and

division, these presents are executed.

NOW, THEREFORE in consideration of the premises and of the sum of one dollar, the said parties of the first part do hereby grant and convey unto the said Wallace Evans all that lot of land near Broadwater in the "Great Swamp" in the Eighth Election District of Anne Arundel County, and described in said survey and division as follows, Viz:

BEGINNING for Lot No. 1 at a persimmon Tree, now marked Standing on the edge or shore of Carr Creek and running North 56¼ East 44 perches to a post now standing in the line of the lands of Jacob Phipps thence with said lands North 38¼ West 12 3/5 perches to a post, thence leaving the lands of Jacob Phipps and running South 55¼ 15' West 36 7/10 perches to the shore of Carr Creek; thence with the shore and meanderings of said Creek, to the place of beginning.

Containing three acres and three perches (3 acres & 3 perches), of land more or less. The same being a portion of the tract of land that was conveyed to Hiram Evans and his children from William Turner by Deed dated the first day of November in the year Eighteen hundred and sixty-five, and duly recorded among the land record Books of Anne Arundel County.

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

TO HAVE AND TO HOLD the aforesaid lot of land and premises, unto and to the proper use and benefit of the said Wallace Evans, his heirs and assigns forever.

WITNESS our hands and Seals.

TEST:

GEO. W. HYDE

HIRAM his X mark EVANS (SEAL)
MARGARET EVANS (SEAL)
WILLIAM A his X mark FORD (SEAL)
ANNIE B. FORD (SEAL)
W. E. PHIPPS (SEAL)
IDA PHIPPS (SEAL)
ANDREW PHIPPS (SEAL)
MARY PHIPPS (SEAL)
BENJAMIN WELLS (SEAL)
ALICE WELLS (SEAL)
CHARLES EVANS (SEAL)

STATE OF MARYLAND, Anne Arundel County, to wit:

I Hereby Certify on this fourteenth day of January in the year Eighteen hundred and ninety-three before the subscriber a Justice of the Peace of the State of Maryland in & for Said County, personally appeared Hiram Evans and Margaret Evans, his wife, William A. Ford and Annie Ford, his wife, William E. Phipps and Ida Phipps, his wife, Andrew Phipps and Mary Phipps, his wife , Benjamin Wells and Alice Wells, his wife, and Charles Evans, and each acknowledged the aforegoing deed to be their respective act.

Geo. W. Hyde, J.P.

Recorded 8th June, 1893

STATE OF MARYLAND, Anne Arundel County, Sct.

I hereby certify that the aforegoing Deed is truly taken and copied from Liber Liber S. H. No. 44, folio 64; one of the Land Record Books of Anne Arundel County.

(Court Seal)

IN TESTIMONY WHEREOF,I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 29th day of August A.D. 1946.

JOHN H. HOPKINS, 3RD CLERK.

Filed August 30, 1946.

ANSWER OF DEFENDANTS.

To the Honorable, the Judges of said Court:

The Defendants by their Solicitor, John G. Remey, respectfully answer the Plaintiffs' Bill of Complaint:

1. The Defendants admit the allegations set forth in Paragraph 1.

2. The Defendants admit the allegations set forth in Paragraph 2.

3. The Defendants admit the allegations set forth in Paragraph 3.

4. The Defendants admit the allegations set forth in Paragraph 4.

5. And in further answer to the Bill of Complaint, the Defendants suggest that the present Bill is defective for want of parties in that the estate of William H. Evans, the heir at law referred to in Paragraph 3 (1) of the Bill of Complaint, is at present in process of administdation in the Orphans' Court of Anne Arundel County, Maryland; that the duly appointed administratrix of said estate is Clara L. Evans Crandall, one of the Plaintiffs in this action; and that such administratrix, as personal representative of the deceased heir, is a necessary party defendant,

John G. Remey

September 11, 1946. Solicitor for Defendant.

Filed Sept. 13, 1946.

PETITION TO MAKE CLARA L. EVANS CRANDALL, ADMINISTRATOR PARTY PLAINTIFF AND ORDER OF COURT.

To the Honorable, the Judges of said Court:

The Petition of Clara L. Evans Crandall, Administrator of the Estate of William H. Evans, deceased, respectfully states.

That she is the Administrator of the Estate of William H. Evans, whose personal estate was not sufficient to pay his debts and she believes that she as Administrator should be a party.

She therefore respectfully prays the Court to permit her to become a party plaintiff in the above entitled case.

Respectfully submitted

Eugene P. Childs
Sol. for Plaintiffs

Clara L. Evans Crandall, Administrator
of the Estate of William H. Evans.

Filed March 19, 1947

ORDER

Ordered on the aforegoing petition, this 21 day of March, in the year 1947, that Clara L. Evans Crandall, Administrator of the Estate of William H. Evans, be and she is hereby permitted to be made a party to the above proceedings, and that the Bill of Complaint be amended so as to include the said Clara L. Evans Crandall, Administrator as party plaintiff therein.

William J. McWilliams, A.J.

Filed March 21, 1947.

AMENDED BILL OF COMPLAINT.

CLARA L. EVANS CRANDALL and
R. ST. CLAIR CRANDALL, her husband, and
CLARA L. EVANS CRANDALL, administrator of
Estate of
WILLIAM H. EVANS

vs

THOMAS O. HOWSE
Mildred Naomi Howse,

No. 9104 Equity

In the

Circuit Court

EDNA WELSH, AND OWEN WELSH, HER HUSBAND,
JOHN HOWSE
ELIZABETH HOWSE ROGERS and
ELLSWORTH ROGERS, her husband,
and GEORGE HOWSE.

FOR

ANNE ARUNDEL COUNTY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Amended Bill of Complaint respectfully states.

1st. That William Wallace Evans, deceased, died, intestate, seized and possessed of three (3) acres and three (3) perches of land, situated in the Seventh Election District of Anne Arundel County, Maryland, which property was conveyed to him by Hiram Evans and wife and others by Deed dated the 14th day of January in the year 1893 and recorded in Liber S.H. No. 44 folio 64 . A certified copy of which Deed is herewith filed and marked Exhibit No. 1.

2nd. That the wife of the said William Wallace Evans whose name was Hester Evans has since died.

3rd. That the said William Wallace Evans left surviving him as his only heirs at law, the following children and grandchildren, to wit:

1. William H. Evans, single, who has recently departed this life, intestate, unmarried and without children.
2. Clara L. Evans Crandall, who married one R. St. Clair Crandall.
3. Margaret Howse, deceased, who married one Thomas Howse, and who left surviving her, her husband, Thomas Howes, and the following named children, to wit: Mildred Naomi Howse, Edna Welsh who married Owen Welsh, John Howse, Elizabeth Howse Rogers who married Ellsworth Rogers and George Howse, the said Elizabeth and George being infants under the age of twenty-one years.

4th. That the property of which William Wallace Evans died, seized and possessed contains only three (3) acres and three (3) perches of land, improved by a small house and is not susceptible of partition in kind without loss or injury to the parties concerned because of the fact it is not so situated as to furnish a home for all of the heirs, and if divided into small lots it would hardly be saleable, therefore your petitioners believe it would be to the best interest and advantage to all of the parties concerned, particularly the infants, to have said property sold and the proceeds divided among those entitled thereto.

5th. That the personal estate of William H. Evans was not sufficient to pay his debts.

To the end, therefore,

(1) That A Decree may be passed by this Court directing a sale for partition of the property herein mentioned.

(2) And for such other and further relief as their case may require.

May it please your Honors to grant unto your Complainants the writ of Subpoena directed to the said defendants, Thomas O. Howse, Mildred Naomi Howse, Edna Welsh and Owen Welsh, her husband, John Howse, Elizabeth Howse Rogers and Ellsworth Rogers,her husband, and George Howse, the latter two Elizabeth Howse Rogers and George Howse being infants, all of whom live near Churchton, Anne Arundel County, Maryland, Commanding them to be and appear in this Court on some certain day to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound.

Eugene P. Childs,

Solicitor for Plaintiffs

Filed March 21, 1947

PETITION TO APPOINT GUARDIAN AD LITEM, AFFIDAVIT AND ORDER OF COURT THEREON.

The Petition of the said Clara L. Crandall, one of the Plaintiffs in the above case, respectfully states.

1st. That all of the defendants in the above case have been summoned, but they are informed that Elizabeth Howse Rogers and George Howse are infants, under the age of twenty one both of whom have been summoned, but being infants they cannot answer and defend this suit for themselves.

Your petitioner therefore prays your Honor to appoint a guardian ad litem to appear and answer for said infants.

Respectfully submitted,
Eugene P. Childs,
Solicitor for Plaintiffs.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY certify that on this 15th day of April in the year 1947, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Clara L. Evans Crandall and made oath in due form of law that the above petition is true to the best of her knowledge and belief.

WITNESS my hand and seal Notarial.

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

O R D E R.

Ordered, this 15 day of April, in the year 1947, on the aforegoing Petition and affidavit by the Circuit Court for Anne Arundel County, that J. Henry Zeller be and he is hereby appointed guardian ad litem to appear and answer for the infant defendants, Elizabeth Howse Rogers and George Howse, infant defendants in the above case.

William J. McWilliams, A.J.

Filed April 15, 1947.

March 24, 1947.

Mr. John G. Reney
Deale, Maryland.

Dear Sir:

In view of the fact that the Estate of William H. Evans was not closed when suit was instituted I have asked leave to amend the Bill of Complaint and have filed the Amended Bill, copies of same being herewith inclosed.

The case is now ready for testimony to prove the value of the property and who the heirs are, but this cannot be done until a guardian ad litem is appointed for the infant defendant.

Please attend to this at your earliest convenience as we would like to sell the property in May. We can arrange to take testimony at any time that suits your convenience, after guardian ad litem is appointed and answers.

Yours very truly,
Eugene P. Childs.

epc/h
inclosures,
6 copied Amended Bill
1 copy of leave to amend

Filed April 15, 1947.

ANSWER OF GUARDIAN AD LITEM.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of George Howse, infant by Henry Zeller, Guardian ad litem, duly appointed by this Court to appear and answer for Elizabeth Howes Rogers and George Howse,(it appearing by testimony that Elizabeth Howse Rogers is no longer an infant, and she having filed her Answer, through her Attorney, John G. Remey) to the Bill of Complaint filed against him in this Court exhibited.

This Defendant being an infant cannot admit any of the matters and things in said Bill alleged and submits his rights thereunder to the protection of this Court.

Respectfully submitted,

J. Henry Zeller, _ _ _

Filed April 15, 1947.

DEFENDANTS' ANSWER TO PLAINTIFFS' AMENDED BILL OF COMPLAINT.

D

TO THE HONIRABLE, THE JUDGES OF SAID COURT:

The Defendants by their Solicitor, John G. Remey, respectfully answer the Plaintiff's Amended Bill of Complaint:

1. The Defendants admit the allegations set forth in Paragraph 1.

2. The Defendants admit the allegations set forth in Paragraph 2.

3. The Defendants deny the allegations in Paragraph 3 that Elizabeth Howes Rogers (erroneously written "Howse" in the Bill of Complaint) is an infant and allege that she is over twenty-one years of age. The Defendants admit all other allegations in Paragraph 3.

4. The Defendants admit the allegations set forth in Paragraph 4.

5. The Defendants admit the allegations set forth in Paragraph 5.

John G. Remey

June 30, 1947. Solicitor for Defendants.

Filed July 2, 1947

TESTIMONY ON BEHALF OF THE PLAINTIFFS AND DEFENDANTS.

TESTIMONY ON BEHALF OF PLAINTIFFS.

PRESENT:

Mr. Eugene P. Childs, Solicitor for Plaintiffs.

Mr. John G. Remey, Solicitor for Defendants.

Mr. Emanuel Klawans, Examiner.

Juliet D. Strahorn, Court Stenographer.

°°°°°Agreement of counsel to waive signatures.

WITNESSES:-

Clara L. Evans Crandell,--------2-3-------3-5

William Kirchner,---------------6-7-------7-8

Russell Phipps,-----------------8-9-------9

Thomas O. Howes,----------------10

Clara L. Evans Crandall, One of the Plaintiffs, being first duly sworn,deposes and says:

(Childs)

1. State your name, residence and age, please?

A . Clara L. Evans Crandall, Edgewater,Maryland; I am over 21 years of age.

2. Do you know the parties to this suit?

A. Yes.

3. Will you state who Mr. William H. Evans is?

A. He was my brother.

4. Is he living or dead?

A. He is dead.

5. Who did he leave surviving him?

A. Mildred Naomi Howes (°°°Objection by Defendant's solicitor to the this name is spelled throughout the papers in this case,being "Howse",should be "Howes")

Edna Smith Welsh,wife of Owen Welsh,

John Howes,

Elizabeth Howes Rogers and

George Howes.

6. Are any of these under the age of 21 years?

A. There are two, Elizabeth H. Rogers and George Howes. I think she is.

°°°Objection as Elizabeth Howes is over 21 years.

7. Did William H. Evans leave any real estate?

A. Yes.

8. What real estate did he leave?

A. He left land situate at Churchton, about 3 acres and 3 perches.

9. Is it on the water?

A. Yes.

10. What water is it on?

A. Body of water called Carr's Creek.

11. Has it any buildings on it?

A. Yes sir it has a very old building and another small out building.

12. Is this property in your opinion susceptible of being divided among the heirs giving each one a piece without loss to some of them?

A. No sir, not susceptible.

13- Do you think it would be to the best interest of the parties concerned particularly the infants to sell this property and divide the money among them?

A Yes.

CROSS EXAMINATION.

(Remey)

1. Have you as Administrator attempted to place a valuation upon this property which you have just described belonging to the decedent?

A. I have the ones here who assessed it, they can tell you the value of it.

2. How much was their assessment?

A. Their assessment at that time was $500 for the one-third interest of the decedent.

(Remey) $500 was the valuation placed upon the entire piece of property and that valuation is a matter of record in the Orphans Court.

(Childs) Motion to strike out.

3. Did you accept that valuation and did you have it entered in the records of the Orphans Court of $500?

A. I think it was.

4. You accepted that valuation?

A. At that time.

5. Did you make any independent inquiry as to the value of the property?

A. We just went to the two and had it assessed.

6. Did you make any independent inquiry other than the inquiry made by the two assessors you appointed?

A. No, I don't think so.

7. You were satisfied that the $500 represented the value of this property at that time?

A. At that time.

8. Did you know that the property adjoining it was sold for $5500?

A. At this time. It was three years ago and property was not worth the money it is bringing now.

9. Do you know that property was sold adjoining the Evans property at approximately the time you placed the value of $500. did you know the adjoinging property was sold?

A. Schuldeist property you mean? It was not sold at that time.

10. It was sold a while ago?

A. I don't know how long it has been but it was sold not at that time.

(Examiner)

11. What was the relationship of the heirs you have mentioned to the decedent?

A. They were my Nieces and Nephews and also the deceased's Nieces and Nephews.

Re-Direct.

(Childs).

1. You have not attempted in this testimony to put any valuation on that property there?

A. No.

2. Do you know the value of the property?

A. No, I don't.

3. Will you please tell us what relation you are to Mr. William H. Evans?

A. I am his sister.

4. What relation is Thomas O. Howse to Mr. Evans?

A. His brother-in-law.

5. Mildred Howse is a Niece; Edna Welsh is a Niece; John Howse is a Nephew; Elizabeth Howse Rogers, is a Nephew; Ellsworth Rogers is Elizabeth's husband? Owen Welsh is Edna's husband; Who is R. St. Clair Crandall?

A. That's my husband.

6. You are the Administrator of William H.Evans' estate.

A. Yes.

CROSS EXAMINATION ON RE-DIRECT.

(Remey)

1. You are also an heir?

A. I am an heir too.

2. You are in a double capacity, one as heir and second as Administratrix of the estate of the deceased?

A. That's right.

3. In view of the facts as you know them now and in view of the fact you are Administratrix of the estate, would you say that the valuation placed upon the property heretofore, to-wit, $500 is scandalously low now since you know all the facts?

°°°Objection to the form of the question and also because the witness has not testified to the value of the property.

A. Well now, yes.

(Examiner)

4. Was William H. Evans survived by a wife?

A. No.

5. By a child.

A. No, was never married.

6. By a parent?

A. No.

7. Are the parties to this suit all of his Nieces and Nephews?

A. Yes, they are his sister's children.

(Ramey)

8. You want to correct your statement made before there were two infants?

A. I really did not know that Elizabeth was 21 years old. I don't know it now except yoy say she is, I could not tell you

(Examiner) He had no other brothers and sisters, Nieces or Nephews than the ones described as parties to this suit?

A. No.

°°°Offered as Exam.Exh. 1 the ANSWER of DEFENDANTS.

To the general question under the rule the witness says:

A. No.

Mr. William Kirchner, A Witness of lawful age, being first duly sworn, deposes and says.- (Childs).

1. Will you please state your name and residence?

A. William Kirchner, Anne Arundel County, Md.

2. Do you know the parties to this proceeding?. You have heard the names called here?

A. Yes I know them.

3. Did you know William H. Evans during his life time?

A. Yes.

4. Did he leave any property?

A. He left three acres and three perches.

5. Was it improved.

A. Has a small building and outbuilding on it.

6. What condition is it in?

A. Not much.

7. I believe you appraised this property sometime ago in the Orphans Court?

A. Yes, for $500.

8. You are familiar with values of property in that neighborhood?

A. That was for the 1/3 interest at $500.

9. Would that be a fair value of that property today?

A. No sir not today.

10. What would be the value?

A. Property has trebled in value since then.

11. Then your estimation of his interest in that property today would be $1500.?

A. Yes.

12. Would you think that would be a fair value for that property?

A. Yes.

13. It's on the water?

A. Yes.

14. What water is it on?

A. Carr's Creek.

15. You believe that $1500 for his one-third interest would be a fair value for this property?

A. Yes.

16. Do you believe that that property is susceptible of division amongst these heirs without loss to some of them?

A. It could not be divided.

17. Do you think it is better to sell this property and divide this money from the sale amongst the parties concerned?

A. Yes I do.

°°°° Exhibit No. 1 with the Original Bill is filed as Exam.Exh. 2.

CROSS EXAMINATION.

(Remey)

1. You said you placed a valuation of $500 upon a 1/3 interest and that you now, due to changed conditions, think that that 1/3 interest should be valued at $1500?

A. I certainly do.

2. If the 1/3 interest is worth $1500. then the 3/3 or entire interest or entire property would be worth $4500. I ask you whether or not you believe in your professional opinion as assessor whether that 3/3 should now be valued at $4500?

A. I reckon it would, if his share is worth $1500 it would be worth that much.

3. The records of the Orphans Court show that the Administratrix placed the value of $500 upon the entire appraisal of the 3/3; that is correct according to your testimony?

°°° Objection Mr. Kirchner has not seen the records of the Orphans Court.

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

A. No.

4. Why are you of the opinion it would not be possible to divide ths land amongst the heirs?

A. It is a long strip and you could not divide the water front, the strip is long that way and a little water front, it's narrow and long.

Russell Phipps, a witness of lawful age, being first duly sworn, deposes and says:

(Childs)

1. State your name and address?

A. Russell Phipps, Churchton, Anne Arundel County, Md.

2. Do you know the parties to this proceeding?

A. Yes.

3. Do you know the property in question?

A. Yes, it adjoins my property on one side.

4. Are you reasonably familiar with the value of real estate in that community?

A. Yes, I am.

5. I believe at one time you valued this property at $500?

A. Yes.

6. Did you value the whole property or just 1/3 interest at $500.?

A. Just the 1/3 interest at $500.

7. Do you think that that property is worth more today than it was the day you valued it?

A. Oh yes.

8. What would you think would be a fair price for the 1/3 interest in that property?

A. I think $1500 would be a fair price for it.

9. The $1500 would be a fair price for one interest and each of the other two interests would be worth $1500. is that correct?

A. Yes.

10. Do you think that property is susceptible of partition in kind among the heirs?

A. No sir, it's too narrow where it runs to the water front, it would cut it up in very narrow strips for each one at the water front. I imagine all would want to go to the water.

11. In your opinion do you think it would be to the best interest and advantage of all parties concerned to sell this property and divide the money among the parties concerned?

A. That's what I think would be best .

CROSS EXAMINATION.

(Remey)

1. In your opinion what is the fair market value of this property today?

A. According to property on the shore sold a while ago it ought to be worth $4500.

2. When was that Shoaff Phipps' property sold do you recall?

A. I imagine two years ago.

3. That was about the time Mr. William Evans died?

A. Been longer than that, the sale was made.

4. The sale was made before or after the death of Mr. Evans?

A. Sometime after the death of Mr. Evans.

5. Could you indicate the basis for your change in your valuation of this property from $500 to $1500?

A. I was not a real estate man, I did not deal in real estate, I did not know at that time that property was going to go so high, be boosted.

6. Your original valuation was excessively low?

A. Yes.

(Childs) You appraised that property at that time for Mr. Evans' estate?

A. Yes.

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

A. No.

Thomas O. Howes, one of the defendants, being first duly sworn,deposes and says:-

(Ramey)

1. State your name and residence?

A. Thomas O. Howes, Churchton, Maryland.

2. Do you know the parties to this suit?

A. Yes.

3. Did you know the decedent, William Evans?

A. Yes.

4. Are you any relation to the decedent?

A. Yes, by marriage, I married his sister, Margaret, she was called "Maggie".

5. Were there any children as a result of this marriage?

A. Yes, I had four children and she had a child by a former marriage whose name was Edna Smith Welsh, and my four are George Howes, Elizabeth Howes, Naomi Howes and John Howes, that makes her

five children.

6. Which ones of those named are minors?

A. One, George Howes, is a minor under the age of 21.

7. So it would be incorrect to say there are two minors.?

A. Yes, there is but the one he is 19 years of age.

8. When did the other one, Elizabeth, become 21?

A. She was born January 1st, 1925, so she became of age in January, 1946.

CROSS EXAMINATION.

(Childs)

1. I want to make certain that your daughter is 21, do you have a record of her birth?

A. I looked for her birth certificate this morning, I found a certificate where is has a date on it of George's baptism.

There being no other witnesses to be examined on behalf of the plaintiffs or defendants, and no further testimony desired by either of them, this testimony is now closed, and at request of the solicitors, is returned to the Court.

Witness my hand and seal this 9th day of July,1947.

Emanuel Klawans, (Seal)

Examiner.

Filed July 9, 1947.

EXAMINER'S EXHIBIT.

In Re. 9104 Equity, Crandall vs Howse (Howes)

The Amended Bill of Complaint filed March 21st, 1947, is filed by Clara A. Evans Crandall (a daughter) and by Clara A. Evans Crandall, Administratrix of William H. Evans, (a deceased son:) and the Defendants are the heirs of Margaret Howse (Howes) a deceased daughter, her husband and five children, two of whom are named as infants, one of whom it develops is not an infant. These are the children of William Wallace Evans, who died WHEN.

The Bill is intended to ask for the sale of 3 Acres, 3 Perches owned by W. Wallace Evans in his life time and of which he died seized and possessed, he leaving the three children.

There is no proof whatever as to W. Wallace Evans, as to his acquiring the property,whether he left a will, or whether any administration on his estate, when he died, whether his wife died before or after him, any Notice to Creditors.

The proof centers around William H. Evans and his interest alone, and who his heirs are, these same heirs having a 1/3 interest in the whole as well as their interest in the 1/3 share of William H. Evans in the whole

The Defendant, Elizabeth Howse Rogers, is not an infant as testified to, and No Answer has been filed either by the Guardian ad Litem for her and George Howes the infant, or by her in any way.

No allegation in the Amended Bill as to the death of William H. Evans and who his heirs are, although the evidence is strictly on this point. The Answer to Question 8, is wrong as I see it, as William H. Evans only left a one-third interest in the 3 Acres 3 Perches.

No proof as to Administration of William H. Evans' estate. whether any debts unpaid which would be liens on his interest.

No Real Estate testimony as to value of the whole tract.

Any administration on Margaret Howes estate? She had 1./3 interest in the whole as well as her heirs now who take that 1/3 as well as 1/2 of the 1.3 interest of William H. Evans, the other 1/2

interest of William H. Evans goes to his sister, Mrs. Crandall.

Objection is made to the spelling of the name Howse throughout the papers as the correct spelling is Howes.

Not Filed.

DEFENDENTS' EXAMS. EXH. A. June 26, 1947

Estate of William H. Evans, Died Intestate the 24" day of March, 1945.

6 3 7 7	Clara L. Crandall Admx.	Royal Indemnity Co., Surety
	Collateral	
	Real Estate only	$500.00

Liber	No.	Folio	Date		
			1945		
R.G.P.	1	354	Apr.24	Bond,Petition for letters of administration Passed by Order of Court. Notice to Creditors given. Information report filed. Warrant to appraisers issued to Russell Phipps and William Kirchner	
R.G.P.	1	468	May 1	Inventory Real Estate Passed by the Court (Deceased had 1/3 interest or)	$166.67
			1946		
R.G.P.	2	278	Jan. 29	Petition for Hearing filed	
R.G.P.	2	278	" "	Answer of Administratrix filed.	

STATE OF MARYLAND

ANNE ARUNDEL COUNTY

I, R. Glenn Prout, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Docket Entries in the Estate of William H. Evans, late of said County deceased, taken from Administration Docket R.G.P. 241,folio 291, one of the Records Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 26th day of June, in the year of our Lord, nineteen hundred and forty-seven.

(ORPHANS)
(Court Seal)

R. Glenn Prout,

Register of Wills for Anne Arundel County.

Not filed.

INVENTORY OF REAL ESTATE. EXAMS.

DEBTS. EXH. B.

(STATE SEAL)

THE STATE OF MARYLAND,

To Russell Phipps and William Kirchner, GREETING:

This is to Authorize You Jointly to appraise the Real Estate of William H. Evans, late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge,each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said Real Estate by you appraised in dollars and cents; and in the said inventory you are to set down in column or columns opposite to each piece of property the value thereof.

WITNESS MAYNARD CARR ESQUIRE,
Chief Justice of the Orphans' Court
for Anne Arundel County, this 24th day of
April, in the year of our Lord one thousand
nine hundred and forty-five.
Test: R. Glenn Prout
Register of Wills for Anne Arundel County.

(Orphans Court Seal)

We, Russell Phipps and William Kirchner do swear that we will and truly, without prejudice, or partiality value and appraise the real estate of William H. Evans late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment.

Russell Phipps)
William Kirchner) Appraisers.

I HEREBY CERTIFY, That the aforegoing oath was taken and subscribed to by the said Russell Phipps and William Kirchner before the undersigned, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this 24 day of April in the year of our Lord one thousand nine hundred and 45.

Hester Ann Dawson (Notary Seal)
Justice of the Peace for Anne Arundel County.

A TRUE AND PERFECT INVENTORY of all and singular the Real Estate of William H. Evans, late of Anne Arundel County, deceased, appraised by the subscriber _Russell Phipps and William Kirchner, jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraisers, and certificate hereto annexed.

Deceased owned a one-third interest in Lot of ground near Churchton, 7th District of Anne Arundel County, improved by a small frame dwelling $500.00

Deceased's one-third interest 166.67

WE, THE SUBSCRIBERS, DO CERTIFY, That the foregoing is a just and true inventory and valuation of all and singular the Real Estate of the said William H. Evans, deceased, so far as the same has come to our sight and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

WITNESS, OUR HANDS AND SEALS, this 24 day of April in the year of our Lord one thousand nine hundred and 1945

(NOTARY SEAL)

Russell Phipps (SEAL)
William Kirchner (SEAL)
Appraisers.

Amount of Inventory as above $166.67

Clara L. Crandall

STATE OF MARYLAND. Anne Arundel County, SCT:

Be IT REMEMBERED AND IT IS HEREBY CERTIFIED, That on this 1st day of May in the year of our Lord one thousand, nine hundred and forty-five, personally appeared Clara L. Crandall, Admrx., of William H. Evans late of Anne Arundel County, deceased, and made oath in the presence of Almighty God, that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of the said William H. Evans, deceased, within the State of Maryland, that has come to her knowledge, and that should she hereafter discover any other Real Estate belonging to the said

deceased in said State she will return an additional Inventory thereof.

Sworn to before the Subscriber,

R. Glenn Prout

Register of Wills for Anne Arundel County.

STATE OF MARYLAND ANNE ARUNDEL COUNTY

I, R. GLENN PROUT,Register of Wills, and by Law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Inventory of Real Estate of William H. Evans late of said County, deceased, taken from the original, which is one of the records filed, recorded and Kept in the office of Register of Wills for Anne Arundel County..

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 26th day of June in the year of our Lord nineteen hundred and forty-seven.

R. Glenn Prout,

(Orphans'Court Ceal)

Register of Wills for Anne Arundel County.

Administration Docket R.G.P. No. 1,Folio 291. FILED APRIL 30,1945

Register of Wills for Anne Arundel County, Md.

Not filed.

ADDITIONAL TESTIMONY AND EXHIBITS ON BEHALF OF THE PLAINTIFFS AND DEFENDANTS JUNE 26th, 1947.

PRESENT:-

Mr. Eugene P. Childs, Solicitor for Plaintiffs.

Mr. John G. Remey, Solicitor for Defendants.

Mr. Henry Zeller, Guardian-ad-Litem.

Mr. Emanuel Klawans, Examiner.

Juliet D. Strahorn, Court Stenographer.

°°°°°°Agreement of counsel to waive signatures.

WITNESSES:

Clara L. Evans Crandall, ----------2 to 3 Cross Examination ---4

Objection noted by Stenographer,-------3

Defendant.

Clemence Burwell,----------5 to 6

Edna Welch,----------7 to 8

Mrs. Clara L. Evans Crandall one of the plaintiffs having been duly sworn, deposes and says:

(Childs)

1. Who was Hester Evans?

A. My Mother.

2. Is she dead?

A. Yes.

3. Did she leave any children?

A. Yes.

4. Who were those children?

A. William H. Evans, Margaret Howse and Clara L. Crandall.

5. Is William H. Evans dead?

A. Yes.

Q. Did he leave a will?

A. No sir.

7. Are you Administratrix of his estate in the Orphans Court?

A. Yes.

8. Who was Hester Evans?

A. My Mother.

9. Is she living or dead?

A. She is dead.

10. Did she leave a will?

A. No sir.

11 Who was Mrs. Howse?

A. She was my sister.

12. Is she dead?

A. Yes sir.

13. Did she leave a will?

A. No sir.

14. Who are her children?

A. Mildred/Naomi Howse, Edna Welsh, John Howse, Elizabeth Howse Rogers and George Howse, they were all named in the previous testimony I gave.

°°°°°°°°°°°°°°(Mr. Childs)

Offers a paper which he was handed by Mr. Klawans, the Examiner, and desires that same be filed. The endorsement on the back of the paper "Examiner's Exhibit. Instructions of Mrs.Strahorn" is in the handwriting of Mr. Childs, Attorney.

Same filed.

°°°°°°To the filing of this paper Mrs. Strahorn, Court Stenographer, objects, and for her objection says:

This paper is a personal matter between her and the Examiner, the paper was never given to Mr. Childs, was never intended as "INSTRUCTIONS" to any one, it was simply a memorandum made by her of what she found was necessary to be done in the case before it would be in shape to submit to the Court, and was intended to help Mr. Childs to save time as well as expense and have the Examiner give him an opportunity to file the necessary papers without additional expense and delay.

The Examiner instructs the Stenographer to write her objection in full, and the same was requested by Defendant's Solicitor.

CROSS EXAMINATION.

(Mr. Remey)

1. This testimony which you have given just now concerns information in your possession during the past two years since the death of William H. Evans two years ago?

A. Yes.

2. All that information you had and it was available was it not?

A. Yes.

3. The past two years?

A. Yes, he has been dead three years this March.

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

A. No.

TESTIMONY ON BEHALF OF THE DEFENDANT.

Clemence Burwell, being first duly sworn, deposes and says:-
(Remey)

1. Please state your name and official position?

A. Clemence Burwell, Deputy Register of Wills for Anne Arundel County.

2. As such Deputy Register of Wills have you the custody of the records of Anne Arundel County?

A. Yes.

3. Among those records are there any Docket entries with respect to the estate of William H.Evans?

A. Yes.

4. Can you tell me in which Volume and what folio thise records with respect to the estate appear?

A. RGP 241,Fol. 291.

°°°°Same offered for identification and ask permission to have a certified copy made of such exhibits and that a certified copy be substituted for the original record to be filed as Defendant's Exhibits A. and B.

5. Tell us the date on which William H. Evans died?

A. March 24th, 1945.

6. What else does Exhibit A. show?

A. On April 24, 1945, Bond, Petition for Letters of Administration Passed by Order of Court. Notice to Creditors given. Information Report filed. Warrant to appraisers issued to Russell Phipps and William Kirchner.

On May 1st, 1945, Inventory Real Estate passed by the Court (Deceased had a 1/3 interest or) $166.67.

January 29th, 1946, Petition for hearing was filed. On the same day Answer of the Administratrix was filed.

7. Do the Records of the Orphans Court also show formal approval of the Court of the value of $166.67?

A. Yes.

8. Will you please tell us what the Record is?

A. Inventory of the Real Estate of William H. Evans, deceased, passed by Order of Court the 1st day of May, 1945, signed Maynard Carr, CJ. Owain E. Owens,AJ. and William B. Elliott,AJ .

9. That was the Inventory of the Administratrix to the Court showing the valuation set upon the real estate involved by the Administratrix and the Court approved $166.67

A. Yes.

10. Was that Inventory signed by the Administratrix?

A. Yes. Filed as Defendant's Exhibit No. 2; filed April 30, 1945

11. Certified copy to be substituted for the original.

Is there any Record of the Issuance or publication of a Notice to Creditors in this estate?

A. It shows on the docket as having been given on April 24th,1945,so far we have no certificate of publication on it.

12. None has been filed?

A. No.

13. The record indicates Notice was published?

A. Yes.

°°°°°Motion by Mr. Childs to strike out all testimony that has reference to the records of the Orphans Court for Anne Arundel County.

No Cross Examination.

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

A. No.

Mrs. Edna Welch, a witness of lawful age, one of the Defendants, being first duly sworn, deposes and says:-

(REMEY)

1. State your name and residence?

A. Mrs. Edna LWelch, Deale, Maryland.

2. You are the person named as one of the defendants in this Equity suit 9104 are you not?

A. Yes.

3. Will you please state who your mother was?

A. Margaret E. Evans, she married Edward Smith, and after he died she married Thomas Howes. Mr. Smith died in 1917, mother re-married in 1922.

4. Were there any children as a result of her first marriage?

A. Only me, Edna, and a baby sister who died when just a few months old.

5. Were there any children from her second marriage?

A. There are four, Naoma Howes, John Howes, Mary Elizabeth Howes Rogers and George Thomas Howes.

6. Are any of the persons named minors?

A. George Howes is, he is the only one.

7. Did your mother have any brothers and sisters?

A. One brother and one sister, Clara L. Crandall and William H. Evans.

8. Clara L. Crandall is the Administratrix of William H. Evans.

A. Yes.

9. William H. Evans died and his estate is now being administered on?

A. Yes.

10. Was not there a child who died?

A. Yes, they had a brother Walter Andre who died when nine years old.

11. Who was your mother's father?

A. William Wallace Evans.

12. Did he leave a will?

A. No, not that I know of.

13. Did he own any real estate?

A. Yes.

14. Describe briefly the real estate he left?

A. It is a triangle piece containing three acres, and three perches in Churchton, Anne Arundel County, Maryland, on a little Creek, I don't know the name of the Creek, just a little river runs up there.

15. It is the property now in the hands of the Administratrix of the estate of William H. Evans, It is the property of your Grandfather, William Wallace Evans, we are attempting to sell or have sold at this time?

A. Yes.

°°°°°°Motion to strike that latter part out.

16. Which we are trying to sell?

A. Yes.

17. For the clarification of the record, which needs a lot of clarification, will you briefly show your relationship or the relationship of the heirs to the property which is the estate of

William Wallace Evans starting from the estate of your Grandfather?

A. William Wallace Evans was the father of Margaret E. Evans who was my mother, and he was the father of Clara L. Evans Crandall, and father of William H. Evans, and he was the father of Walter Andre Evans who died when nine years of age.

18. And the Grandfather, William Wallace Evans, left the property to whom?

A. He has only one daughter living, Clara L. Crandall, and five grand-children. Beginning with the oldest myself, Edna Welch; Naomi Howes, John Howes, Mary Elizabeth Howes Rogers and George Thomas Howes.

19. When your Grandfather died did he leave a surviving widow?

A. When he died in 1911 he left his wife and three children at that time his wife is dead now.

CROSS EXAMINATION.

(Childs)

1. You said your Grandfather William Wallace Evans left four children?

A. I said he left three when he died, the other one Walter died when nine years old.

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

A. No.

Defendants' Answer is offered by Mr. Childs as Plaintiff's Exhibit No. 1.

There being no other witnesses to be examined on behalf of the Plaintiff or Defendant at this time, this testimony is now closed, and at request of Solicitors, is returned to the Court.

Witness my hand and seal this 9th day of July, 1947.

Emanuel Klawans, (Seal)

Examiner.

Filed July 9, 1947.

REQUEST FOR SUBMISSION WITHOUT ARGUMENT.

TO THE Honorable, the Judges of said Court

The Defendants by their Solicitor, John G. Remey, respectfully request permission tosubmit the above entitled case without argument for decision and decree.

John G. Remey,

August 11, 1947. Solicitor for Defendants.

The undersigned Attorney for plaintiffs agrees to submit.

Eugene P. Childs,

Atty. for Plaintiff.

Filed August 12, 1947.

ADDITIONAL TESTIMONY.

Additional Testimony taken in the above mentioned case in the office of Mr. Eugene P. Childs,on Tuesday, September 30, 1947, by Wilhelmina P. Hopkins, Special Stenographer, and Mr. Emanuel Klawans, Examiner.

Witness.

Mrs. Clara L. Crandall.

Mrs. Clara Crandall, having been duly sworn in the above case testifies as follows:

1. Please state your name?

A. Clara L. Crandall.

2. How many brothers and sisters did you have?

A. 2 brothers and one sister, both brothers are dead, one died when he was eight years old

and the other died when he was fifty nine years old.

3. What was the name of your brother who died when he was fifty-nine years old and when did he die?

A. William H. Evans, he died before Mr. Charles Evans.

4. Was he ever married?

A. No Sir.

5. You had a sister, what was her name?

A. Margaret Evans Howes.

6. Is she living or dead?

A. She is dead.

7. When did she die?

A. November 8, 1939.

8. Where did you get the information about the date of her death?

A. I saved a clipping from the paper.

9. How many children did she leave?

A. She left five children.

10. Please name them?

A. Edna Smith Welsh, Margaret Naomi Howes, Elizabeth Howes Rogers, John Howes and George Howes.

11. Are they all living?

A. They are.

12. Is her husband living.

A. Yes.

13. What is his name?

A. Thomas O. Howes.

14. Has her estate ever been administered on.

A. No.

15. Did she leave a Will?

A. No Sir.

To the general question under the Will, the Witness answers

No.

There being no further evidence offered on behalf of the plaintiffs, nor any offered on behalf of the defendants, this testimony is now closed and returned to the Court this 2nd day of October, 1947.

E. Klawans,

Examiner.

Filed Oct. 2, 1947.

EXAMINER'S EXHIBIT FILED WITH ADDITIONAL TESTIMONY OF CLARA L. CRANDALL .

NOTICE TO CREDITORS.

Notice is hereby given that the subscriber of Anne Arundel County, has obtained from the Orphans' Court of Anne Arundel County, in Maryland, letters of administration on the real estate of WILLIAM H. EVANS ,late of Anne Arundel County, deceased. All persons having claims against the deceased, are hereby warned to exhibit the same, with the vouchers thereof, to the subscriber, on or before the 27th day of October, 1945. They may otherwise by law, be excluded from all benefit of said estate. All persons indebted to said estate are requested to make immediate payment.

Given under my hand this 24th day of April, 1945.

Clara L. Crandall, Administratrix. 10-31.

Office of MARYLAND GAZETTE.

CERTIFICATE OF PUBLICATION.

Annapolis, Md. June 1, 1945.

We hereby certify, that the annexed Notice to Creditors William H. Evans was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 6 successive weeks before the 27th day of October, 1945. The first insertion being made the 26th day of April, 1945.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG 990.

By D. Hart

Filed October 2, 1947.

DECREE.

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

It is thereupon this 6" day of October in the year Nineteen hundred and forty seven by the Circuit Court for Anne Arundel County, adjudged, ordered and decreed that the property mentioned in the proceedings be sold. That John G. Remey and Eugene P. Childs be and they _ hereby appointed trustee_ to make said sale, and the course and manner of said proceedings shall be as follows: There shall be filed with the Clerk of the Court a bond to the State of Maryland, executed by said trustee_ and a surety or sureties to be approved by this Court in the penalty of $5000.00 dollars, conditioned for the faithful performance of the trust reposed herein by said decree or to be reposed by any future decree or order in the premises; The trustee_shall then proceed to make said sale, having given at least three weeks notice by advertisement inserted in such newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of said sale, which terms shall be cash, and as soon as may be convenient after such sale, the said trustee_shall return to this Court a full and particular account of the proceedings relative to said sale, with an annexed affidavit of the truth thereof, and of the fairness of said sale, and upon obtaining the Courts ratification of said sale, and upon the payment of the whole purchase price and not before the said trustee_shall be a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and to those claiming by, from or under them, or either of them; and the said trustee shall bring into Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

It is further ordered that the usual Notice be given to the Creditors of the Estate of Margaret Evans Howes.

William J. McWilliams, A. J.

Filed October 6, 1947.

TRUSTEES' BOND

KNOW ALL MEN BY THESE PRESENTS, That we, John G. Remey and Eugene P. Childs, of Anne

Arundel County, Maryland, as principals, and the United States Fidelity and Guaranty Company as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand 00/100 Dollars,to be paid to the said state, or its certain attorney; to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally,firmly by these presents, sealed with our seals and dated this 17th day of October, in the year of our Lord nineteen hundred and Fourty Seven.

WHEREAS, the above bounden John G. Remey and Eugene P. Childs by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County have been appointed trustee to sell Real Estate in the Matter of the Estate of William H. Evans mentioned in the proceedings in the case of Clara L. Crandal_et al vs. Thomas O. Howse et al #9104 Equity- now pending in said court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden John G. Remey and Eugene P. Childs do and shall well and faithfully perform the trust reposed in us by said decree, or that may be reposed in us by any future decree or order in the premises, then the above obligation to be void;otherwise to be and remain in full force and virtue in law.

John G. Remey (Seal)

Eugene P. Childs (Seal)

United States Fidelity and Guaranty Company

By E. Churchill Murray,

Attorney in Fact.

Signed, sealed and delivered
in the presence of
Robert I. Terrell (Corporate Seal)

Approved this 29" day of Oct. 1947.

John H. Hopkins,3rd, Clerk.

Filed Oct. 29, 1947.

REPORT OF SALE

The Report of sale of John G. Remey and Eugene P. Childs,Trustees in the above entitled case, respectfully states:

That by virtue of a Decree of the Circuit Court for Anne Arundel County, dated the 6th day of October in the year Nineteen hundred and forty seven, wherein Clara L. Crandall, and others were Plaintiffs and Thomas O. Howse, and others were Defendants, the said John G. Remey and Eugene P. Childs were appointed Trustees to make sale for partition of the property mentioned in said proceedings.

That the said Trustees in compliance with said Decree,filed their bond in the penalty of five thousand dollars ($5,000.00). which bond was duly approved by the Clerk of the Circuit Court for Anne Arundel County, and did proceed to advertise the property as in said Decree directed, and did, on the 25th day of November in the year Nineteen hundred and forty-seven at 11 o'clock,A.M., attend said sale at the Court House Door in the City of Annapolis, and sell said property to the following and at the following price:

The property mentioned in said advertisement and described as containing three (3) acres and three (3) perches of land, more or less, situate in the Seventh Election District of Anne Arundel County and was sold to Earl H. Pickel and Caroline E. Pickel, his wife at and for the sum of Two thousand Five Hundred and fifty dollars($2,550.00).

The above bid being the highest offer for said property at said sale, which your Trustees believe is a fair price and is the best to be had at the present time.

Respectfully submitted,

Eugene P. Childs

John G. Remey,Trustees.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY certify that on this 25thday of November in the year Nineteen hundred and forty seven, before me, the subscriber, a Notary Public of the State of Maryland,in and for the County aforesaid, personally appeared Eugene P. Childs, Trustee,and he made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and seal Notarial.

Wilhelmina P. Hopkins,

(Notarial Seal)

Notary Public.

STATE OF MARYLAND,ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY certify that on this 6th day of December in the year 1947,before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared John G. Remey, one of the Trustees in the above entitled case, and made oath in due form of law that he did not attend the sale of said property because of traffic delay,buy the sale to his own personal knowledge wad fairly conducted by Eugene P. Childs, his co-Trustee and that the price obtained was fair and reasonable, and he recommends to the Court that the Sale be confirmed.

WITNESS my hand and seal Notarial.

W. W. Nihiser,

(Notarial Seal.)

Notary Public

Filed December 9, 1947.

ROBERT CAMPBELL AUCTIONEER

TRUSTEES' SALE
OF
VALUABLE WATERFRONT PROPERTY.

By virtue of a Decree of the Circuit Court for Anne Arundel County dated October 6, 1947 and passed in a cause entitled Clara L. Crandall,et al vs Thomas O. Howes, et al, and known as No. 9104 Equity, the undersigned Trustees will offer at Public Sale at the Court House Door in the City of Annapolis, Maryland, on TUESDAY, NOV. 25, 1947, at 11 A.M.

All of that property mentioned in said proceeding as containing three (3) acres and three (3) perches of land, more or less and situated on Carr's Creek near Deale Post Office,in the Seventh Election District of Anne Arundel County having a frontage on Carr's Creek of 213 feet. This property is near the Chesapeake Bay and faces Deale Beach, and is improved by a small two-room cottage in need of repair, there are fruit trees and a well on said property.

This property offers a beautiful waterfront site for a summer home or for a waterfront development.

TERMS OF SALE: A deposit of five hundred dollars ($500.00) cash on day of sale and the balance upon final ratification of Sale by the Court, or all cash at option of purchaser. Deferred payments to bear interest from day of sale. Taxes and all public charges to be adjusted to day of sale.

For further particulars, apply to the undersigned Trustees.

JOHN G. REMEY, Deale, Maryland.

EUGENE P. CHILDS, County Trust Building, Annapolis.

November 25, 1947. Annapolis, Maryland.

This is to certify that I have this 25th day of November in the year 1947 sold the property described in said handbill situate in the Seventh Election District of Anne Arundel County and described as containing three (3) acres and three (3) perches of land unto EARL H. PICKEL and CAROLINE E. PICKEL,his wife, at and for the sum of TWO THOUSAND FIVE HUNDRED AND FIFTY DOLLARS ($2,550.00), being at the above price the highest bidders for same property.

Witness: Robert Campbell. Auctioneer

Wilhelmina P. Hopkins.

November 25, 1947,Annapolis, Maryland.

We hereby certify that we Earl H. Pickel and Caroline E. Pickel, his wife, have this day purchased from John G. Remey and Eugene P. Childs, Trustees, the property situate in the Seventh Election District of Anne Arundel County and described as containing three (3) acres and three (3) perches of land and described in said handbill for the sum of Two thousand five hundred and fifty dollars ($2,550.00) said bid being the highest offer made at said sale, and we do hereby agree to comply with the the terms of said sale.

Witness: Earl H. Pickel , Purchaser

Wilhelmina P. Hopkins, Caroline E.Pickel,Purchaser.

Filed Dec. 9, 1947.

Ordered, this 9" day of December, 1947, That the Sale of the real estate made and reported by John G. Remey and Eugene P. Childs, Trustees, Be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10" 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 10" day of January next.

The Report states that the amount of sales to be $2550.00.

John H. Hopkins, 3rd, CLERK.

Filed December 9, 1947.

Certificate of Publication.

Annapolis, Md. January 5, 1948.

We hereby certify, that the annexed Order Nisi Clara L. Crandell was published in MARYLAND GAZETTE A newspaper published in the City of Annapolis, Anne Arundel County,Maryland, once a week for 3 successive weeks before the 10th day of January, 1948. The first insertion being made the 11th day of December, 1947.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG. 1093 By Shirley McDonald.

Filed January 23", 1948.

ORDER OF COURT.

ORDERED BY THE COURT, this 26" day of January , 1948 that the sale made and reported by the Trustees aforesaid, be and the same is hereby ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

William J. McWilliams, A.J.

Filed 26 January, 1948.

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 March 13, 1948.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Clara L. Evans Crandall and husband vs Thomas O. Howes Et al in ac.

To the Trustees for commissions	109.54	
To Trustee Eugene P.Childs for Fee(Order of 1/26/48)	100.00	209.54
To Trustees for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	33.75	
Joseph H.Griscom-Sheriff's costs	8.35	
Joseph W. Alton-Sheriff's costs	2.25	
Auditor-stating this account	18.00	82.35
To Trustees for Expenses, viz:		
Capital-Gazette Press-advertising sale	28.00	
Capital-Gazette Press-handbills and tax	7.65	
Capital-Gazette Press-Order Nisi (Sale)	5.00	
Capital-Gazette Press-Order nisi (acct).	5.00	
The Evening Star Newspaper Co.-advertising	15.84	
Robert H. Campbell-auctioneer's fee	15.00	
U.S.Fidelity & Guaranty Co.-bond	20.00	
J. Henry Zeller-Guardian ad Litem	4.00	
Juliet D. Strahorn-stenographer	13.50	
Emanuel Klawans-examiner	8.00	
Clerk of Court-certified copy of deed	1.50	
one-half Federal revenue stamps	1.65	
One-half State revenue stamps	1.65	
Wilhelmina P. Hopkins-notary fee	1.00	
W. W. Nihiser-notary fee	.50	128.29
To Trustees for Taxes, viz:		
1946 State and County taxes	7.69	
1947 State and County taxes (adj).	6.55	14.24
Balance for distribution to heirs at law of		
William Wallace Evans - $2,147.35		
Distributed as follows:		
To Clara L. Crandall,daughter-one-third	715.78	
To Clara L. Crandall,sister of William H.Evans, son- one-sixth $357.89		
Less; Collateral inheritance tax of 7½% 26.84	331.05	
To Mildred N. Howes, niece of William H. Evans, son- 1/30	71.57	
To Edna Welsh, niece of William H.Evans,son-1/30	71.58	

To John Howes,nephew of William H.Evans,son-1/30			71.58
To Elizabeth Howes,niece of William H.Evans,son - 1/30			71.58
To George Howes,nephew of William H. Evans,son-1/30			71.58
To Thomas Howes, widower of Margaret Evans Howes,daughter-			
	one-ninth	$238.59	
LESS: Direct inheritance tax of 1%		2.39	236.20
To Mildred N. Howes,daughter of Margaret Evans			
Howes,daughter-2/45			95.44
To Edna Welsh daughter of Margaret Evans			
Howes, daughter - 2/45			95.44
To John Howes,son of Margaret Evans			
Howes, daughter- 2/45			95.44
To Elizabeth Howes,daughter of Margaret			
Evans Howes, daughter - 2/45		95.44	
To George Howes,son of Margaret Evans Howes,			
daughter - 2/45		95.44	2,118.12
To R. Glenn Prout,Register of Wills-			
Collateral inheritance tax as above		26.84	
Direct inheritance tax as above		2.39	29.23
			2,581.77

with Eugene P. Childs and John G. Remey, Trustees Cr.

1947			
Nov. 25 Proceeds of Sale		2,550.00	
Interest on deferred payment from			
11/25/47 to 2/28/48		31.77	2,581.77
			2,581.77

ORDER NISI

ORDERED, This 30th day of March,1948, That the Report and Account of the Auditor,filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 30" day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30"day of April next

John H. Hopkins, 3rd, Clerk.

Filed March 30, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. May 19, 1948.

We hereby certify, that the annexed Order Nisi-Equity 9104- CLARA L. EVANS CRANDALL was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of April, 1948. The first insertion being made the 1st day of April, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

By Sherley McDonald.

Filed May 19, 1948.

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 20th day of May, 1948, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of intersst as the same has been or may be received.

Marvin I. Anderson, Judge.

Filed May 20, 1948.

JACK NORRIS	:	NO. 9108 EQUITY
		IN THE CIRCUIT COURT
VS	:	
		FOR
REBECCA C. NORRIS	:	ANNE ARUNDEL COUNTY

::::::::::::

BILL OF COMPLAINT.

TO THE HONORABLE,THE JUDGES OF SAID COURT:

YOUR ORATOR, complaining, says:

FIRST: That on the 23rd day of February, 1946, he was allegedly married to the respondent, REBECCA C. NORRIS, at Ashland, Kentucky, by a Minister of the Gospel, as will appear by the attached certificate of marriage filed herewith.

SECOND: That said respondent, when applying for said marriage license, represented herself to be divorced and had so held herself out to your orator ever since their acquaintance.

THIRD: That immediately after their said marriage, they moved to Woodland Beach, Anne Arundel County, Maryland, where they have resided until the date of their separation.

FOURTH: That on the third day of September, 1946, your orator came upon a certified copy of the respondent's decree of divorce granted to her from Gordon Lee Porter, a husband by a former marriage, awarded her by the Floyd Circuit Court of Kentucky, and that said decree was not granted until the second day of March, 1946.

FIFTH: That your orator is advised that under the circumstances, the marriage ceremony performed at Ashland, Kentucky,uniting him with the said REBECCA C. NORRIS in marriage, was invalid,illegal and subject to be annulled by decree of this Honorable Court; and that he and the respondent immediately separated upon his ascertaining the above facts and are still living apart from each other.

SIXTH: That one child, namely, WILLIAM DANIEL, was born unto the respondent on July 11, 1946,at the United States Naval Hospital,Annapolis, Maryland, but that said child is not the child of your orator, the said respondent having conceived the same prior to their marriage.

TO THE END, THEREFORE:

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

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

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

MAY IT PLEASE YOUR HONORS to grant unto your orator the writ of subpoena directed to the said REBECCA C. NORRIS, who resides at Woodland Beach, Edgewater, Maryland, on Midland Road

in a house designated as "La Conga," commanding her to be and appear in this Honorable Court at some day certain to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
Solicitor for Complainant.

Filed Sept. 5. 1946.

CERTIFICATE OF PERSON PERFORMING MARRIAGE CEREMONY

To be delivered to parties married. No. 9180

I, Virgil L. Moore, a Minister of the Methodist Church, or religious order of that name,do certify that on the 23 day of February, 1946, at Ashland, Kentucky, under authority of a license issued by W. E. Feemy Clerk of County Court of Boyd County (or City) State of Kentucky, dated the 23 day of February, 1946, I united Jack Norris and Rebecca Crisp, Husband and his Wife, in the presence of Howell Callahan and Frances Callahan.

Given under my hand, this 23 day of February, 1946.

Virgil L. Moore,
Person Performing Ceremony, Sign Here
Clergyman -Title of Office

Exh. #1.

This License is Void if Ceremony is not performed within 30 days after date. .

Filed Sept. 5, 1946.

ANSWER TO BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE respondent,REBECCA C. NORRIS, appearing to said bill of complaint, hereby waives notice by writ of summons or order of publication, taking of testimony by the complainant and signatures thereto, and the 41st Equity Rule, and consents to the passage of such decree in this case as to the Court may seem proper without the taking of any testimony by her or in her behalf, the taking of which testimony she hereby waives, and for answer to said bill of complaint says:

FIRST: That she admits the allegations contained in Paragraphs One, Two, and Three of said bill of complaint.

SECOND: That she neither admits nor denies the allegations contained in Paragraphs Four and Five of said bill of complaint.

THIRD: That she admits the birth of a child as set forth in Paragraph Six of said bill of complaint, but neither admits nor denies that the respondent is his father.

AND AS IN DUTY BOUND, ETC.

Rebecca Norris. Respondent.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 5th day of September, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared REBECCA C. NORRIS and made oath in due form of law that the matters and facts set forth in the foregoing answer are true to the best of her knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Grace R. Hartge,

(Notarial Seal) Notary Public.

Filed September 9, 1946

SUBMISSION FOR DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE above-entitled case is respectfully submitted for decree, and the 41st Equity Rule is hereby waived.

Albert J. Goodman,

Solicitor for Complainant.

Rebecca Norris, ,Respondent.

Not Filed

DECREE OF ANNULMENT

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

IT IS THEREUPON, this 7" day of October, 1946, by the Circuit Court for Anne Arundel County in Equity and by the authority thereof adjudged, ordered and decreed that the marriage mentioned in these proceedings between JACK NORRIS and REBECCA C. NORRIS has having been solemnized between said complainant and said respondent on the 23rd day of February, 1946, is hereby annulled and declared to be utterly null and void to all intents and purposes whatsoever; and the said JACK NORRIS, complainant, is hereby declared to be, so far as the said marriage ceremony of February 23, 1946, is concerned, a single man.

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

William J. McWilliams. Judge.

Filed Oct. 9, 1946

IN THE MATTER OF	:	
THE SALE OF THE MORTGAGED	:	NO. 9225 EQUITY
REAL ESTATE OF	:	IN THE CIRCUIT COURT
IRVING W. SCIBLE AND	:	FOR
HELEN C. SCIBLE, HIS WIFE.	:	ANNE ARUNDEL COUNTY.

PETITION TO DOCKET SUIT AND MORTGAGE.

Mr. Clerk:

Please docket this suit, file the within mortgage, pass upon and file accompanying bond.

George E. Rullman,

Attorney named in Mortgage.

MORTGAGE.

THIS MORTGAGE, Made this 7th day of May, in the year nineteen hundred and forty-six, by and between Irving W. Scible and Helen C. Scible, his wife, of Anne Arundel County, Maryland, parties of the first part, hereinafter called "MORTGAGORS"; and the County Trust Company of Maryland, a body corporate of the State of Maryland, party of the second part, hereinafter called "MORTGAGEE", WITNESSETH:

WHEREAS, the said MORTGAGORS have received by way of loan from the said MORTGAGEE an advance in the sum of Sixty-six Hundred and Twenty Dollars ($6620.00), to complete the purchase price of the property hereinafter mentioned, as evidenced by their promissory note, of even date herewith, for said amount, which said MORTGAGORS have agreed to re-pay in instalments with interest thereon at the rate of four per cent. per annum, in the manner following: by the payment

of net less than the sum of Forty-two Dollars ($42.00) monthly, said instalment payments to be applied by said Mortgagee (1) to the payment of said interest; (2) to the payment of all taxes and fire insurance premiums; and (3) to the payment of the aforesaid principal sum; and

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises, and of the sum of Five Dollars ($5.00). the receipt whereof in full is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, in fee simple,

All that lot of ground situate on the southwest side of Jackson Street, near the village of Eastport, in the Second Election District of Anne Arundel County, Maryland, said lot having a frontage on said Jackson Street of 52 feet and an uniform depth therefrom of 100 feet, and designated as Lot numbered Three (3) on the plat of John S.Segelken's property, as surveyed on April 20, 1940, by Charles E. Miller, Civil Engineer, said plat being recorded among the Land Records of Anne Arundel County with the deed from the said Joseph S. Segelken and Isabelle Segelken, his wife, to Inez S. Qualey, dated the 25th day of April, 1940, in Liber J.H.H. No. 216 folio 336.

Being the same property which was conveyed to the above named Mortgagors by James C.Dove and Elma R. Dove, his wife, by deed dated and left for record among the aforesaid Land Records simultaneously with these presents.

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

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

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

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

expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds,arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors, and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors,their 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, its successors,or assigns, or George E. Rullman, its said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

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

WITNESS the hands and seals of the said Mortgagors.

Test: Irving W. Scible (SEAL)

Ruby W. Chaney Helen C. Scible (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 7th day of May, in the year nineteen hundred and forty- six before me, a Notary Public of the State of Maryland, in and for the County aforesaid,personally appeared Irving W. Scible and Helen C. Scible, his wife, the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared George E. Rullman, the Attorney or Agent named in the aforegoing Mortgage, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; also that he is the Attorney or Agent of the within named Mortgagee and is duly authorized to make this affidavit. Witness my hand and Notarial Seal.

(NOTARIALS SEAL) Ruby W. Chaney, NOTARY PUBLIC

Recorded Liber J.H.H. No. 259,Folio 304. May 7, 1946.

Filed April 17, 1947.

84172 J.H.H. #63 Equity.

MORTGAGE NOTE.

$6620.00 84172 May 7th, 1946

In accordance with terms of mortgage after date we promise to pay to the order of COUNTY TRUST COMPANY OF MARYLAND SIXTY SIX HUNDRED TWENTY and no/100 Dollars with interest at 4% per annum ; payable not less than $42.00 monthly, to be applied (1) to interest,(2) to taxes and fire insurance premiums, and balance to be applied on principal. Value received

Irving W. Scible

Secured by Mortgage of even date. Helen C. Scible

Filed April 17, 1947.

STATEMENT OF MORTGAGE DEBT.

Annapolis, Md., April 17, 1947

Mr. Irving W. Scible and Helen C. Scible, his wife,

To County Trust Company of Maryland, Dr.

To balance due on mortgage loan	$6,355.00
To interest from December 7th, 1946	144.76
	$6,499.76

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 17th day of April, 1947, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Tilden O. Atwell, Assistant Cashier of the County Trust Company of Maryland, a body corporate, and made oath in due form of law that the above statement is correct, to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney, NOTARY PUBLIC.

Filed April 17, 1947.

MORTGAGEES OR ATTORNEYS BOND

KNOW ALL MEN BY THESE PRESENTS, THAT we George E. Rullman of Anne Arundel County,State of Maryland, as Principal and the National Surety Corporation,a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven Thousand Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 29th day of April, in the year of our Lord Nineteen hundred forty-seven.

WHEREAS, the above bounden George E. Rullman by virtue of the power contained in a mortgage from Irving W. Scible and Helen C. Scible, his wife, to County Trust Company of Maryland, a body corporate,bearing date the 7th day of May 1946, and recorded among theLand records of Anne Arundel County in Liber J.H.H. No. 359, Folio 304 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

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

Signed,Sealed and Delivered in the presence of

Ruby W. Chaney

As to Surety

Rose M. Bausch

(Corporate Seal)

George E. Rullman, (SEAL)

NATIONAL SURETY CORPORATION

By H. Cookman Hindes

Attorney in Fact

BOND APPROVED, this 1st day of May, 1947.

John H. Hopkins,3rd, Clerk.

Filed May 1, 1947.

ATTORNEY'S REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Irving W.Scible and Helen C. Scible, his wife, dated the 7th day of May, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 359 folio 304, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney named in said mortgage, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a Newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided ,offered the property in said mortgage described for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, May 13th, 1947, at eleven o'clock A.M., and then and there sold the said property to Emanuel Rosenblatt and Helen Rosenblatt, his wife, at and for the sum of Seven Thousand Five Hundred Twenty Five Dollars ($7,525.00), they being then and there the highest bidder therefor, which property is as follows:

ALL that lot of ground situate on the southwest side of Jackson Street, near the Village of Eastport, in the Second Election District of Anne Arundel County, Maryland, said lot having a frontage on said Jackson Street of 52 feet and an uniform depth therefrom of 100 feet, and designated as Lot No. Three (3) on the plat of John S. Segelken's property, as surveyed on April 20, 1940, by Charles E. Miller,Civil Engineer, said plat being recorded among the Land Records of Anne Arundel County with the deed from the said John S. Segelken and Isabelle Segelken, his wife, to Inez S. Qualey, dated the 25th day of April, 1940, in Liber J.H.H. No. 216, folio 336. Being the same property which was conveyed to the said Irving W. Scible and Helen C. Scible, his wife, by James C. Dove and Elma R. Dove, his wife, by deed dated the 7th day of May, 1946, and recorded among the said Land Records in Liber J.H.H. No. 359 folio 303.

Said lot of ground is improved by a five room and bath bungalow, with modern conveniences and designated as house No. 901 Jackson Street,

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

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of sale,

balance of purchase money, with interest at 6% per annum, to bepaid in cash upon final ratification of sale. Taxes to be adjusted to day of sale.

Respectfully submitted,
George E. Rullman,
Attorney named in MORTGAGE.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 13th day of May, 1947, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E.Rullman, Attorney, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal.

Ruby W. Chaney,
Notary Public

(Notarial Seal)

Filed May 13, 1947.

AUCTIONEER'S CERTIFICATE and PURCHASER'S AGREEMENT OF SALE.

GEORGE W. SCIBLE AUCTIONEER

PUBLIC SALE OF Valuable RESIDENCE PROPERTY

Situate on Jackson Street, near Eastport, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from Irving W. Scible and Helen C. Scible, his wife, dated the 7th day of May, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 359,folio 304, the undersigned, as the Attorney named in said mortgage, to make sale of the property therein described, default having occurred thereunder, will offer for sale by public auction, at the Court House door, in the City of Annapolis,Maryland on TUESDAY, MAY 13, 1947 at 11 O'clock, A.M., the property described in said mortgage, namely:

All that lot of ground situate on the southwest side of Jackson Street, near the village of Eastport, in the Second Election District of Anne Arundel County, Maryland, said lot having a frontage on said Jackson Street of 52 feet and an uniform depth therefrom of 100 feet, and designated as Lot No. Three (3) on the plat of John S. Segelken's property, as surveyed on April 20, 1940, by Charles E. Miller, Civil Engineer, said plat being recorded among the Land Records of Anne Arundel County with the deed from the said John S. Segelken and Isabelle Segelken, his wife, to Inez S. Qualey, dated the 25th day of April, 1940, in Liber J.H.H. No. 216 folio 336. Being the same property which was conveyed to the said Irving W. Scible and Helen C. Scible, his wife, by James C. Dove and Elma R. Dove, his wife, by deed dated the 7th day of May, 1046, and recorded among said Land Records in Liber J.H.H. No. 359, folio 303.

Said lot of ground is improved by a five room and bath bungalow, with modern conveniences, and designated as house No. 901 Jackson Street.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of sale, balance of purchase money, with interest at 6% per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to day of sale.

GEORGE E.-RULLMAN,
Attorney named in Mortgage
Lee Building, Annapols, Md.

I Hereby certify that I have this 13th day of May, 1947, sold the property described on the within handbill to Emanuel Rosenblatt and Helen Rosenblatt, his wife, at and for the sum of Seven Thousand Five Hundred Twenty Five Dollars ($7525.00), they being then and there the highest bidder

therefor; and I further certify that the sale was fairly made.

Geo. W. Scible, Auctioneer.

We hereby certify that we have this 13th day of May, 1947, purchased the property described on the within handbill from George E. Rullman, Attorney,at and for the sum of Seven Thousand,Five Hundred Twenty Five Dollars ($7,525.00), and we hereby agree to comply with the terms of sale,as set forth on said handbill.

Witness our hands and seals this 13th day of May, 1947.

Witness — Emanuel Rosenblatt (SEAL)

Albert J. Goodman — Helen Rosenblatt (SEAL)

per Eli

Filed May 13, 1947.

ORDERED, THIS 13th day of May, 1947, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Attorney, BE RATIFIED AND CONFIRMED,UNLESS cause to the contrary thereof be shown on or before the 14th day of June, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 14th day of June next.

The Report states the amount of sales to be Seven Thousand Five Hundred Twenty Five Dollars, ($7,252.00).

John H. Hopkins, 3rd, CLERK.

CERTIFICATE OF PUBLICATION

Annapolis, Md. June 12th, 1947

We hereby certify that the annexed Order Nisi Irving W. Scible was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of June, 1947. The first insertion being made the 15th day of May, 1947.

No. E. C. 3124

THE CAPITAL-GAZETTE PRESS,INC.

By Mae Carlson.

Filed June 16, 1947.

FINAL ORDER.

ORDERED by the Court this 17th day of June,1947, that the sale made and reported by the Attorney aforesaid, be and the same is hereby RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given, as required by the Order Nisi passed in said cause, and the Attorney allowed the usual commission and such proper expenses as he shall produce vouchers for the Auditor.

William J. McWilliams --

Filed 17 June, 1947

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. July 3, 1947

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Irving W. Scible and Wife in ac.

To Attorney for Commissions	257.33	
To Attorney for Fee	50.00	307.33
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - - costs	18.75	
Auditor - stating this account	13.50	42.25
To Attorney for Expenses, viz:		
Capital-Gazette Press -advertising sale	21.75	
Capital-Gazette Press- handbills	13.25	
Capital-Gazette Press - Order Nisi (Sale)	5.00	
Capital-Gazette Press- Order Nisi (Acct.)	5.00	
National Surety Corporation-bond premium	28.00	
George W. Scible - auctioneer's fee	26.00	
One-half Federal revenue stamps	4.40	
One-half State revenue stamps	4.40	
Ruby W. Chaney- notary fees	1.00	108.80
To Attorney for taxes, viz:		
1947 State and County taxes ($50.03)-adjusted		16.93
To Attorney for Benefit Charges,viz: Anne Arundel County		
Sanitary Commission-water service charge to 5/1/47		10.30
To County Trust Company of Maryland, mortgagee - in full		
for mortgage claim filed		6,499.76
To Irving W. Scible and Helen C. Scible, his wife,		
mortgagors - this balance		609.08
		7,584.45

with George E. Rullman,Attorney named in Mortgage Cr.

1947		
May 13 Proceeds of Sale	7,525.00	
Interest on deferred payment	52.68	7,577.68
Refund 1947 Water and Sewer benefit charges		
($10.92) - adjusted		6.77
		7,584.45

ORDER NISI.

ORDERED, This 3rd day of July, 1947, 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 4th day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of August next.

John H. Hopkins, 3rd,

Filed July 3, 1947.

CERTIFICATE OF PUBLICATION.

Annapolis, Md. August 11th, 1947.

We hereby certify, that the annexed ORDER NISI IRVING W. SCIBLE was published in

EVENING CAPITAL

a newspaper published in the City of Annapolis, Anne Arundel County,Maryland, once a week for 3 successive weeks before the 4th day of August, 1947. The first insertion being made the 5th day of July, 1947.

THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 3440 By Mae Carlson.

Filed August 12, 1947.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 12 day of August, 1947, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

William J. McWilliams, A. J.

Filed 12 August, 1947.

EX PARTE	:	IN THE
IN THE MATTER OF	:	CIRCUIT COURT FOR
THE ADOPTION AND	:	ANNE ARUNDEL COUNTY
CHANGE OF NAME OF	:	NO. 9226 IN EQUITY.
ROBERT ANTHONY FAIRBROTHER	:	

PETITION FOR ADOPTION

AND CHANGE OF NAME AND

ORDER

TO THE HONORABLE THE JUDGE OF SAID COURT:

The petition of Minnie Elizabeth Upton and Allen Clinton Upton, respectfully represents unto Your Honor:

1. That your petitioners were duly married in Ellicott City, State of Maryland, in 1927,that they are residents of Anne Arundel County, State of Maryland; and that they reside at 413 Doris Avenue, Brooklyn, Maryland, and that they are possessed of adequate income and assets to enable them to support, maintain, rear and educate the above named infant.

2. That the above named infant was born in wedlock to Angela Fairbrother, deceased, and Lafayette Fairbrother on July 30, 1939, in the City of Baltimore, State of Maryland.

3. That your petitioners are desirous of adopting the above mentioned infant as their own legally adopted child, and wish to extend to her all the benefits, privileges, and rights as contemplated by law, and they wish to change the name of said infant to Robert Allen Upton and they believe and so aver that the said adoption will be for the best interest and welfare of the said infant.

4. —

5. That the mother of said infant died in 1943.

WHEREFORE, your petitioner_ prays:

(a) That an order may be passed by this Honorable Court declaring the above mentioned infant Robert Anthony Fairbrother the legally adopted child of your petitioners, Minnie Elizabeth Upton and Allen Clinton Upton.

(b) That the name of the above mentioned infant be changed to Robert Allen Upton.

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

AND AS in duty bound, etc.

Minnie Elizabeth Upton , Petitioner
Allen Clinton Upton, Petitioner.

D. J. Musacchio,
Solicitor for Petitioners,
7 St. Paul Street, Baltimore 2, Maryland.

MAY IT PLEASE YOUR HONOR to grant unto your petitioners, Minnie Elizabeth Upton and Allen Clinton Upton, the Writ of Subpoena directed to the said Lafayette Fairbrother, 2552 Pennsylvania Avenue, Baltimore City, directing him to be and appear in this Honorable Court in person or by solicitor on some certain day to be named therein and show cause if any he may have, why a decree should not be passed therein.

And AS in duty Bound, etc.

D. J.Musacchio , Solicitor for Petitioners.

STATE OF MARYLAND: CITY OF BALTIMORE: SS:

I HEREBY CERTIFY that on this 2nd day of April, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Minnie Elizabeth Upton and Allen Clinton Upton, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true and bona fide as therin stated to the best of their information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) C. A. Rodonskas , Notary Public

Filed April 18, 1947.

10 July, 1947

The child's father Lafayette Fairbrother appeared before me this day and stated that he consented to the adoption and change of name.

Wm. J. McWilliams.

O R D E R .

UPON the aforegoing petition and affidavit, it is this 10" day of July, 1947, by the Circuit Court of Anne Arundel County ORDERED that Robert Anthony Fairbrother be declared the legally adopted child of Minnie Elizabeth Upton and Allen Clinton Upton and that the name of the aforesaid infant be changed to Robert Allen Upton.

William J. McWilliams, A. J.

Filed 10 July, 1947.

CHRISTIANE GANNA FAST, Individually, and JON VIKING FAST, infant, by CHRISTIANE GANNA FAST, his foster mother and natural guardian, Petitioners vs Jon Viking Fast, infant, John Sprigg Duvall, Marguerite C. Duvall, his wife, Reginald T. Jones, Mildred B. Jones, his wife, James L. Purdy, Dorothy M. Purdy, his wife, Philip H. Ross and Helen J. Ross, his wife, and Frederick W. C. Webb, Administrator	:	No. 9148 Chancery, In the Circuit Court for ANNE ARUNDEL COUNTY

of the estate of Gustave Fast, deceased. : : No. 9148 Chancery.
: :
Defendants. : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Christiane Ganne Fast, individually, and of Jon Viking Fast, infant, by Chrisriane Ganna Fast , his foster mother and natural guardian, respectfully represents:

1. That Gustave Fast, late of Wicomico County, Maryland, deceased, was during his lifetime and at the time of his death seized and possessed of all those tracts, pieces or parcels of land, known as Lindamoor, , situate, lying and being in the Second Election District, Anne Arundel County, State of Maryland, and on the South side of the Severn River and on the Northwest side of Cove of Cork Creek, containing in the aggregate, 40.87 acres, more or less, and more fully and at length described in a deed therefor from George Carey Lindsay and wife to Gustave Fast and Helena Fast, his former wife, dated June 2, 1924, and recorded among the Land Records of said Anne Arundel County in Liber W.N.W. No. 92, folio 259, and being the same land subsequently conveyed by the following deeds, namely: (i) from said Gustave Fast and Helena Fast his said former wife, to M. Helen Englehardt, dated May 20, 1927, and recorded among the aforesaid Land Records in Liber F.S.R. No. 17, folio 242, (ii) from said M. Helen Englehardt to said Gustave Fast, dated May 20, 1927, and recorded among the aforesaid Land Records in Liber F.S.R. No. 17, folio 243, (iii) from Gustave Fast to Ganna Fast, his wife, dated January 25, 1938,and recorded among the aforesaid Land Records in Liber F.A.M. No. 174, folio 481, and (iv) from Christiane Ganna (sometimes called "Ganna") Fast to said Gustave Fast, dated March 14, 1946, and recorded among the aforesaid Land Records in Liber J.H.H. No. 355, folio 317, all of which said deeds, for more particular description of the aforesaid tracts, pieces or parcels of land, or for any other purpose, are hereby made a part hereof to the same extent as though herein set forth.

2. That being so seized and possessed of the aforesaid property said Gustave Fast departed this life, intestate, on or about the 9th day of May, 1946, and left surviving him his widow, said Christiane Ganna Fast, an adult citizen of and residing in Sweden, and an adopted son,said Jon Viking Fast, an infant citizen of the United States of America now residing in Sweden, as his sole heirs at law. That said Jon Viking Fast was regularly and legally adopted by said Gustave Fast and said Christiane Ganna Fast by appropriate proceedings in said Circuit Court for Anne Arundel County, Maryland, designated as No. 6891 Equity, and recorded among the Equity Records in said Court in Liber F.A.M. No. 34, folio 95.

3. That the property described in paragraph 1 hereof is a valuable suburban residental property and country estate, but it is not susceptible of division without loss or injury to the parties interested therein, and said property has not yielded, and cannot reasonably be expected to yield, income commensurate with its value, and that, deeming such action for the interest and advantage of herself and said infant, Jon Viking Fast, as well as any others interested therein, your Petitioner, said Christiane Ganna Fast, individually, and as foster mother and natural guardian of said Jon Viking Fast, has agreed to sell said property, subject to the approval, ratification and confirmtion of this Honorable Court, to defendants, John Sprigg Duvall and Marguerite C. Duvall,his wife, Reginald T. Jones and Mildred B. Jones, his wife, James L. Purdy and Dorothy M. Purdy, his wife, and Philip H. Ross and Helen J. Ross, his wife, at and for the sum of Sixty Thousand Dollars ($60,000.) and upon terms which will more fully appear by reference to a conformed copy of a contract of sale therefor between said parties, dated September 7, 1946, and filed herewith as a part

hereof and marked "Exhibit A".

4. That said proposed purchase price for said property is, in the opinion of your Petitioners, a fair and reasonable price therefor, and that it will be for the interest and advantage of said infant, Jon Viking Fast, and your Petitioner, Christiane Ganna Fast, as well as any others interested therein, that said property be sold as aforesaid and that the proceeds therefrom be distributed to those entitled thereto and that the portion thereof to be due said infant,Jon Viking Fast, be re-invested for his benefit as aforesaid.

5. That your Petitioners are advised and, therefore, aver that as the said Jon Viking Fast is an infant as afores aid, that good and sufficient title to said property cannot be conveyed to said purchasers without the intervention of this Honorable Court, and that this Honorable Court has jurisdiction to ratify and confirm said contract of sale, and to order said property to be sold in accordance with the terms and provisions of said contract of sale, if it shall appear to be for the interest and advantage of the parties interested therein, including said infant, Jon Viking Fast, that said property be sold as therein provided.

6. That Frederick W. C. Webb was heretofore appointed, on May 31, 1946, Administrator of the estate of said Gustave Fast, deceased, by the Orphans' Court for Wicomico County, Maryland, as will more fully appear by reference to a certified copy of said Administrator's Letters of Administration filed herewith and hereby made a part hereof and marked "Exhibit B", and that although the personal estate of said Gustave Fast has not yet been fully administered, and has not been distributed by said Administrator to those entitled thereto, your Petitioners are advised, and therefore allege and aver, that said personal estate is ample in amount to pay all debts of said Gustave Fast and all taxes and other charges upon his said estate.

To the end, therefore:

1. That this Honorable Court will pass a decree ratifying and confirming the sale of the aforesaid property according to the terms and provisions of said contract of sale, and appointing a trustee to make appropriate conveyance of said property to the purchasers thereof and to receive the purchase price therefor, and directing distribution of the proceeds of such sale to the parties entitled thereto.

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

May it please your Honors to grant unto your Petitioners the order of publication giving notice to said Jon Viking Fast, an infant, residing in Sweden, of the object and substance of this petition and warning him to be and appear in this Court, either in person or by solicitor, on or before some certain day to be named therein, and answer the premises and abide by and perform such decree as may be passed herein; and also the writ of subpoena directed to said John Sprigg Duvall and Marguerite C. Duvall, his wife, Reginald T. Jones and Mildred B. Jones, his wife, James L. Purdy and Dorothy M. Purdy, his wife, and Philip H. Ross and Helen J. Ross, his wife, all adults residing in Anne Arundel County, Maryland, and to Frederick W. C. Webb, Administrator as aforesaid, residing in Wicomico County, Maryland, commanding them, and each of them, to be and appear in this Court, either in person or by solicitor, on or before some certain day to be named therein, and answer the premises and abide by and perform such decree as may be passed herein.

AND AS IN DUTY BOUND, ETC.

Woodcock,Webb,Bounds & Travers,
Solicitors for Petitioners.
William W. Townshend, Jr.

THIS AGREEMENT OF SALE, made, in quintuplicate, this seventh day of September, 1946, by and between CHRISTIANE GANNA FAST, individually and in her own right, and as foster mother and natural guardian of Jon Viking Fast, minor, hereinafter called "Vendor", and JOHN SPRIGG DUVALL and MARGUERITE C. DUVALL, HIS WIFE, REGINALD JONES AND MILDRED JONES, HIS WIFE, JAMES L. PURDY AND DOROTHY M. PURDY, HIS WIFE, and PHILIP H. ROSS AND HELEN J. ROSS, HIS WIFE, hereinafter called "Vendees".

WITNESSETH that in consideration of the sum of One Dollar ($1.00) by each party hereto to the other paid, receipt of which is hereby acknowledged, and the mutual covenants and agreements herein contained, Vendor and Vendees do hereby covenant and agree as follows:

1. Vendor hereby bargains and sells unto Vendees, and the latter hereby, jointly and severally, purchase from the former, all that property situate and lying in Anne Arundel County,Maryland, being the improved property on the south side of the Severn River and west of Annapolis and known as "LINDAMOOR", containing 40.87 acres, more or less, and improved by two residences, garage,pump-house, shed and other out-buildings; as shown on blueprint of said property, attached hereto and made a part of this agreement; in fee simple and with all the rights and appurtenances thereto appertaining and belonging, including kitchen stove, power lawn mower, screens, shades,linoleum,electric pump /electric light fixtures, flowers and shrubbery, together with all other fixtures and equipment now a permanent part of said property and the buildings thereon.

2. Vendees shall pay for said property the sum of SIXTY THOUSAND DOLLARS ($60,000.00), of which purchase price Six Thousand Dollars ($6,000.00) have been paid to The Roland Park Company, Baltimore, Maryland, prior to the signing hereof, receipt of which is hereby acknowledged, and shall be held in escrow in the Trustee Account of said The Roland Park Company pending settlement of said purchase price and transfer of said property. The balance of Fifty-four Thousand Dollars ($54,000.00) of said purchase price shall be paid in cash at date of settlement and transfer of said property, at which time possession and occupancy thereof shall be given. Settlement date hereunder shall be ninety (90) days from date hereof or upon approval and ratification of this sale by the Circuit Court of Anne Arundel County, Maryland, whichever is the later date; and upon settlement of said balance of said purchase price by Vendees and transfer of said property, said sum of Six Thousand Dollars ($6,000.00), held in escrow as aforesaid, shall be paid by said The Roland Park Company to Vendor or to whomsoever said Circuit Court of Anne Arundel County, Maryland,shall direct.

Provided, however, that if the Vendees shall fail or neglect to pay the aforesaid balance of Fifty-four Thousand Dollars ($54,000.00), at the time when the same shall become due and payable as hereinabove set forth, then, if the Vendor so elects by notice in writing mailed to Vendees at their last known address, the aforesaid sum of Six Thousand Dollars ($6,000.00), held in escrow as aforesaid, shall be paid by said The Roland Park Company to Vendor or to whomsoever said Circuit Court of Anne Arundel County, Maryland, shall direct, as liquidated damages for any breach of this Agreement by Vendees; and thereafter all the rights, titles and interests of Vendees and each of them, and of their and each of their heirs, personal representatives and assigns, in and to the aforesaid property under the terms and provisions of this Agreement, shall cease and terminate, and this Agreement as to all parties hereto shall thereafter be null, void and of no effect.

And further provided that, if any term or provision of this Agreement shall be breached by Vendor, or if this sale shall not be approved and ratified by said Circuit Court of Anne Arundel County, Maryland, then said sum of Six Thousand Dollars ($6,000.00), held in escrow as aforesaid, shall be repaid by said The Roland Park Company to Vendees, and thereafter all the rights,titles and interests of Vendor and Vendees and each of them, and of their and each of their heirs,personal

representatives and assigns, under the terms and provisions of this Agreement, shall cease and terminate and this Agreement shall thereafter be null, void and of no effect.

3. This sale is subject to approval and ratification by said Circuit Court of Anne Arundel County, Maryland.

4. Said property is sold and shall be conveyed subject to all the covenants, agreements, easements, provisions, conditions, restrictions and charges which are now a matter of record pertaining thereto.

5. Taxes and other public charges, if any, against said property, and premiums on policies of insurance thereon, shall be apportioned between Vendor and Vendees as of settlement date; and the said parties hereto hereby bind themselves, their heirs, executors and administrators for the faithful performance of this Agreement.

6. And upon payment of the unpaid balance of said purchase price, as aforesaid, said property shall be conveyed to Vendees, at Vendees' expense, with good and merchantable title and free of liens and encumbrances except as otherwise specified herein.

7. Vendor shall immediately have all policies of insurance on said property so endorsed as to protect all parties hereto, as their respective interests may appear, and shall continue said policies of insurance in force during the life of this contract.

8. Upon payment of said full purchase price of Sixty Thousand Dollars ($60,000.00), as hereinabove provided, the Standard Real Estate Board commissions of Six Thousand Dollars ($6,000.00) shall be paid by Vendor to The Roland Park Company, for its services as broker in making the aforesaid sale.

9. Cost of all documentary stamps required by law in connection with the transfer of said property, shall be divided equally between Vendor and Vendees.

10. This Agreement contains the final and entire agreement between the parties hereto, and neither they nor their agents or servants shall be bound by any terms, conditions or representations not herein written; and time shall be of the essence of this Agreement.

WITNESS the hands and seals of the parties hereto the day and year first above written:

WITNESS: (not in the presence of but signature acknowledged and known)

/s/ F.W.C. Webb — /s/ Christiane Ganna Fast (SEAL)

WITNESS:(not in the presence of but signature acknowledged and known)
/s/ F. W. C. Webb — /s/ Christiane Ganna Fast, (SEAL)
Christiane Ganna Fast,as Foster Mother.

WITNESS:

/s/ Maurice F. Rodgers — /s/ John Sprigg Duvall (SEAL)
Vendee

WITNESS:

/s/ MAURICE F. Rodgers — /s/ Marguerite C. Duvall (SEAL)
Vendee

WITNESS :

/s/ Joseph D. Lazenby — /s/ Reginald T. Jones (SEAL)
Vendee

WITNESS:

/s/ Maurice F. Rodgers — /s/ Mildred B. Jones (SEAL)
Vendee

WITNESS:

/s/ Maurice S. Rodgers — /s/ James L. Purdy (SEAL)
Vendee

WITNESS:

/s/ Joseph D. Lazenby — /s/ Dorothy M. Purdy (SEAL)
Vendee

WITNESS:

/s/ Joseph D. Lazenby — /s/ Philip H. Ross (SEAL)

Vendee

WITNESS:

/s/ Joseph D. Lazenby — /s/ Helen J. Ross (SEAL)

Vendee

AGREED TO - September 7, 1946:
THE ROLAND PARK COMPANY
By B. Franklin Hearn, Jr.,

Vice-President.

EXHIBIT A.

MARYLAND: SCT:

THE STATE OF MARYLAND

To all persons whom these presents shall come, Greetings:

Know ye that administration on all the goods, chattels and credits of GUSTAVE FAST late of Wicomico County, deceased, is hereby granted and committed unto Frederick W. C. Webb, the administrator. Witness Josiah V. McGrath, Esq. Chief Judge of the Orphans' Court for Wicomico County, this 31st day of May , A. D. 1946.

(Court Seal)

J. Asbury Halloway
Register of Wills for Wicomico County.

Maryland, Wicomico County, SCT.

I hereby Certify, that the within and foregoing Copy of Letters is truly copied from the original now on file and of record in the office of the Register of Wills for Wicomico County aforesaid. In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Orphans' Court for Wicomico County, this 24th day of September, A.D. 1946.

(Orphans' Court Seal)

J. Asbury Halloway
Register of Wills for Wicomico County.

EXHIBIT B.

Filed November 4, 1946

WOODCOCK, WEBB, BOUNDS & TRAVERS, SOLICITORS

Salisbury, Maryland.

ORDER OF PUBLICATION

Christiane Ganna Fast, individually, and Jon Viking Fast, infant, by Chrsitiane Ganna Fast, his foster mother and natural guardian, Petitioners, vs Jon Viking Fast, infant, John Sprigg Duvall, Marguerite C. Duvall, his wife, Reginald T. Jones, Mildred B. Jones, his wife, James L. Purdy, Dorothy M. Purdy, his wife, Philip H. Ross and Helen J. Ross, his wife, and Frederick W. C. Webb, Administrator of the estate of Gustave Fast, deceased, Defendants.

No. Chancery 9148 Equity,

In the Circuit Court for Anne Arundel County, Maryland.

The object of this suit is to procure a decree for the sale of the property hereinafter referred to pursuant to the terms and provisions of the hereinafter described Agreement of Sale therefor between Christiane Ganna Fast, individually, and as foster mother and natural guardian of Jon Viking Fast, an infant, of the one part, and John Sprigg Duvall and others, of the other part, dated September 7, 1946,

The Petition herein states that Gustave Fast, late of Wicomico County, Maryland, deceased, was during his lifetime and at the time of his death seized and possessed of all those tracts, pieces or parcels of land, known as Lindamoor, situate, lying and being in the Second Election

District,Anne Arundel County, State of Maryland, and on the S outh side of the Severn River and on the Northwest side of Cove of Cork Creek, containing, in the aggregate, 40.87 acres, more or less, and more particularly and at length described in the deeds therefor referred to in said Petition; that said Gustave Fast departed this life, intestate, on or about May 9, 1946, and left surviving him his widow, said Christiane Ganna Fast, an adult citizen of and residing in Sweden, and an adopted son, Jon Viking Fast, an infant citizen of the United States of America now residing in Sweden, as his sole heirs at law; that said property is a valuable suburban residential property and country estate, but it is not susceptable of division without loss or injury to the parties interested therein, and has not yielded, and cannot reasonably be expected to yield, income commensurate with its value; that deeming such action for the interest and advantage of herself and said Jon Viking Fast, as well as all others interested therein, Christiane Ganna Fast, individually, and as foster mother and natural guardian of said Jon Viking Fast, has agreed to sell said property, subject to the approval, ratification and confirmation of said Circuit Court for Anne Arundel County, Maryland, to said John Sprigg Duvall, Marguerite C. Duvall, his wife, Reginald T. Jones, Mildred B. Jones, his wife, James L. Purdy, Dorothy M. Purdy, his wife, and Philip H.Ross, and Helen J. Ross, his wife, at and for the sum of Sixty Thousand Dollars ($60,000) and upon the terms set forth in said Agreement of Sale, a copy of which is filed with and made a part of said Petition and is marked "Exhibit A"; that said proposed purchase price for said property is, in the opinion of Petitioners, fair and reasonable, and that it will be for the interest and advantage of said Jon Viking Fast and said Christiane Ganna Fast, as well as all others interested therein, that said property be sold as aforesaid and that the proceeds therefrom be distributed to those entitled thereto and that the portion thereof to be due said Jon Viking Fast be reinvested for his benefit as aforesaid; that because said Jon Viking Fast is an infant good and sufficient title to said property cannot be conveyed to said purchasers without the intervention of the said Circuit Court for Anne Arundel County, Maryland, and that said Court has jurisdiction to ratify and confirm said Agreement of Sale and to order said property to be sold in accordance with the terms and provisions thereof if it shall appear to be for the interest and advantage of the parties interested therein, including said Jon Viking Fast, that said property be sold as therein provided; and that Frederick W. C. Webb was appointed, on May 31, 1946, Administrator of the Estate of said Gustave Fast, deceased, by the Orphans' Court for Wicomico County, Maryland.

It is thereupon, this 4" day of November, 1946, ordered by the Circuit Court for Anne Arundel County, Maryland, in Equity, that Petitioners, by causing a copy of this order to be inserted in some newspaper published in said Anne Arundel County, once in each of four successive weeks before the 13" day of December, 1946, give notice to said Jon Viking Fast, infant, of the object and substance of this petition, and warning him to be and appear in this Court, either in person or by solicitor, on or before the 28" day of December, 1946, next, to show cause, if any he has, wht a decree ought not to be passed as prayed.

John H. Hopkins, 3rd, Clerk.

Filed November 4, 1946.

ANSWER OF W. C. WEBB, ADMINISTRATOR.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Frederick W. C. Webb, Administrator of the Estate of Gustave Fast, late of Wicomico County,Maryland, deceased, answering the petition of Christiane Ganna Fast, individually, and of Jon Viking Fast, infant, by Christiane Ganna Fast, his foster mother and natural guardian, says that the matters

and facts alleged in said petition are true and correct to the best of his knowledge ,information and belief.

Frederick W. C. Webb, Admr.; Respondent.

Filed November 15, 1946.

ANSWER OF DEFENDANTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of John Sprigg Duvall, Marguerite C. Duvall,his wife, Reginald T. Jones, Mildred B. Jones, his wife, James L. Purdy, Dorothy M. Purdy, his wife, Philip H. Ross and Helen J. Ross, his wife, respectfully shows:

1. That your Answering Defendants admit the allegations set forth in the Bill of Complaint.

And having answered said Bill of Complaint as fully as they are advised is necessary, pray to be dismissed with respective cost.

And as in duty bound, etc.

John Demyan, Jr.,

Attorney for Defendants.

°°(See page 211 for next paper)

Filed December 7, 1946

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 10, 1946

We hereby certify, that the annexed Order of Publication CHRISTIANE GAMA FAST was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County,Maryland once a week for 4 successive weeks before the 13th day of December, 1946. The first insertion being made the 14th day of November, 1946.

THE CAPITAL GAZETTE PRESS, INC.

BY Mae Carlson.

Filed January 7, 1947

PETITION TO APPOINT A GUARDIAN AD LITEM.

TO THE HONORABLE,THE JUDGES OF SAID COURT:

The Petition of the Plaintiffs respectfully shows:

1. That the defendant, Jon Viking Fast, has been duly summoned to appear to this suit;and being a minor he can neither affirm nor deny the allegations of the Bill of Complaint; nor can he file Answer thereto except by guardian ad litem.

To the end, therefore, the Petitioners pray that a guardian ad litem be appointed to appear for said Defendant.

And, as in duty bound, etc.

WILLIAM W. TOWNSHEND, JR.,

Solicitor for Petitioners.

ORDER OF COURT.

Ordered by the Circuit Court for Anne Arundel County sitting in equity this 7 day of January, 1947, that R. Tilghman Brice,III, be and he is hereby appointed Guardian Ad Litem for Jon Viking Fast in the above cause.

William J. McWilliams, A.J.

Filed 7 January, 1947

ANSWER OF GUARDIAN AD LITEM.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Jon Viking Fast, infant, by R. Tilghman Brice, III, his guardian ad litem,

respectfully shows:

1. That he is a minor, and therefore unable to admit or deny the allegations of the Bill of Complaint, and he submits his rights to the decision of the Court.

And, as in duty bound, etc.,

R. Tilghman Brice, __

Guardian ad litem.

Filed Jan. 9, 1947.

TESTIMONY AND EXHIBITS ON BEHALF OF THE PLAINTIFFS.

PRESENT:-

Messrs. Webb and Townshend, Solicitors for Plaintiffs.

Mr. Webb, Guardian ad Litem,

Mr. John Demyan, Solicitor for Defendants.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

°°°°°°° Agreement of counsel to waive signatures.

WITNESSES:

Gunnar Bengtson,----------2 to 5

Joseph D. Lazenby,----------6 to 8

T. Carroll Worthington,------9 to 10

°°°°°°° Frederick W. C. Webb, Attorney for the Plaintiff, offers in evidence certified copy of deed dated March 14th, 1946 from Christiane Ganna Fast to Gustav Fast recorded among the Land Records of Anne Arundel County in Liber J.H.H. 355, Folio 317, marked Examiner's Exhibit No. 1.

Gunnar Bengtson, a witness of lawful age, being first duly sworn, deposes and says:-

(Webb)

1. State your name your residence and your age?

A. Gunnar Bengtson, 2-86th st.,New York City; I am 33 years old.

2. What is your occupation?

A. Mechanical engineer.

3. Do you know Christiane Ganna Fast, the plaintiff herein?

A. Yes, she is my mother. Gustav_Fast was my stepfather.

4. Do you know Jon Viking Fast?

A. Yes, he is an adopted son of Mr. and Mrs. Gustav Fast.

5. Is Mr. Gustav Fast living or dead, if dead when did he die?

a. He died on May 9th, 1946.

6. He was a resident of what place when he died?

A. Of Salisbury, Maryland.

7. Do you know whether or not he left a Last Will and Testament?

A. He did not leave a will.

8. What heirs or descendants, if any, did Mr. Fast leave?

A. His wife, Mrs. Christiane Ganna Fast and an adopted son, Jon Viking Fast.

9. Where is your mother living now?

A. She is at present living in Gothenburg, Sweden.

10. How old is Jon Viking Fast?

A. 13 years old.

11. Where is he residing at the present time?

A. In Gothenburg, Sweden.

12. Where was Jon Viking Fast born?

A. In Washington, D.C.,he is an American citizen.

13. He is temporarily residing in Sweden?

A. Yes.

°°°°°Offered in evidence a certified copy of a Decree of the Circuit Court for Anne Arundel County, Maryland, dated December 27th, 1934 in No. 6891 Equity entitled "In the Matter of the Petition of Gustav G. Fast and wife for the adoption of the infant child of William Baker and Dorothy Carson Baker, filed as Examiner's Exhibit NO. 2.

14. Is the child referred to in this document the same child you have spoken of as the adopted son of Gustav Fast and your mother, Christiane Ganna Fast?

A. Yes it is.

15. Are you familiar with the property in Anne Arundel County on the Severn River known as Lindamoor of which Gustav Fast owned at the time of his death?

A. Yes.

16. How long have you been familiar with that property?

A. Since 1934.

17. Mr. Fast died seized and possessed of that property?

A. Yes,

18. I show you what purports to be an agreement of sale dated September 7th, 1945, between Christiane Ganna Fast individually, and in her own right and as the Foster mother and natural guardian of Jon Viking Fast, with John Spriggs Duvall and others, and ask if you can identify positively the signature of Christiane Ganna Fast on that document?

A. Yes, that is her signature.

°°°°°Contract offered in evidence marked Examiner's Exh. 3

19. How long have you been familiar with this property?

A. Since 1934.

20. Did you have any knowledge of the negotiations looking to the sale of this property after the death of Mr. Fast?

A. Yes sir.

21. What were they, just generally?

A. The property was offered for sale through the Roland Park Company of Baltimore.

22. Why was it offered for sale?

A. Because Mr. Fast prior to his death made arrnagements with the Roland Park Company to have the property sub-divided, and they were thoroughly familiar with the property.

23. What advantage, if any, would there be to either your mother or her adopted son to retain this property as far as you could see?

A. It was not a suitable place for them to live in, and it was concluded it was wiser and in the interest of the owners that it be sold.

24. You said you had participated in negotiations looking to the sale of this property ?

A. Yes.

25. The Contract state that the purchase price is $60,000, you knew when this Contract was entered into?

A. Yes.

26. Had your discussion with your mother and others in respect to the sale of the property,including possible purchasers, caused you to determine what seemed to be the fair value of the property?

A. Yes.

27- Judging from your participation in various efforts that were made to dispose of the property, is or not $60,000. in your judgment a fair and reasonable price for the property?

A. Yes.

28. Will you state whether or not in your judgment it is to the interest and advantage of the infant and incidentally as well as your mother that the property be sold at that price?

A. Yes.

29. I believe you are familiar with all the terms of this Contract?

A. Yes.

30 Please state whether or not in your judgment the sale of the property at that sum and under the terms of this contract is to the advantage of the infant and your mother ?

A. Yes it is.

31. You said a moment ago that prior to Mr.Fast's death he had been negotiating with respect to a sub-division of the property?

A. Yes.

A. Yes.

32. Was consideration after his death given to the further development of that idea, and if so what was the decision?

A. We considered it a dangerous thing to go into under the circumstances especially since it would require a lot of capital to carry it through.

33. Except in connection with such a sub-division, you refer to an investment of further capital to carry it through, is this property susceptible of division between your mother and her adopted son without material loss and damage to them?

A. No.

No Cross Examination.

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

A. No.

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

(Webb)

1. State your name, residence and occupation?

A. Joseph D. Lazenby, I live in Annapolis and have been in the real estate business for 16 years and still am.

2. What is the nature and scope of your real estate business?

A. I sell real estate throughout the county, of various sorts, farms, urban and water front properties.

3. There is offered in evidence in this case marked Exam. Ex. 1, a deed for property on the Severn River in Anne Arundel County known as Lindamoor, are you familiar with the property described in the deed I hand you?

A. I am.

4. Does your experience as a real estate man in Anne Arundel County include the buying and selling of property of the description of Lindamoor?

A. Yes.

5. State for the record briefly a description of Lindamoor property with the improvements thereon, if any, located thereon?

A. Lindamoor consists of approximately 40 acres lying on the Severn River on the Cove of Cork. The way it lies with a view straight down the river makes it a very beautiful piece of property. It might be divided, roughly, as one-half as fine water front property and the other half is good back land. The improvements consist of a ten room frame dwelling with two baths, lavatory, attic over the whole

house, in fairly good condition, it is a frame house with slate roof. A guest cottage with five rooms and bath, also frame with composition shingle roof. In addition there is a garage, tool shed and servants' quarters and pump house. The land surrounding the houses is in lawn andorchard, whereas approximately half of the 40 acres has been permitted to grow up in rough second growth. Due to the location of the entire tract lying as it does, perhaps half a mile from the bus line or main road, the land referred to as water front land is very much more valuable per acre than is the land referred to as having grown up.

6. Will you state whether or not, in your opinion, this property is susceptible of division between the adopted son Jon Viking Fast and the widow, Christiane Ganna Fast, according to their respective interests without material loss and injury to each of them?

A. It is not.

7. This property is what essentially might be called an estate?

A. I would class it as that.

8. And is the type of property that requires the owner to enjoy a substantial income in order to live there as it should be?

A. Undoubtedly.

9. I presume your business as a real estate man in Anne Arundel County has enabled you to obtain values of the property in this county including such property as Lindamoor?

A. Yes.

10. Give us for the record some sales?

A. We have just sold property of Reed on White Hall River of 28 acres with 18 room house at $100,000 which is comparable property.

11. Basing your testimony upon your knowledge of sales of similar property in Anne Arundel County, will you tell us what, in your opinion, is a fair value of Lindamoor in the year 1946 or at the present time?

A. I think the $60,000. is a good price for the property.

12. Do you think it is a very fair and substantial price for the property?

A. I think it would be a substantial price for the property.

13. I show you Exhibit No. 3 which is a Contract or Agreement of sale of Lindamoor between the present owners and John S. Duvall and others and ask you if that refers to the property to have just described and valued?

A. Yes.

14. The sale price for this property mentioned in this Contract is $60,000 and you would say that was a fair and reasonable price for the property?

A. Yes.

15. Would you say that the sale of this property at that price was to the interest and advantage of the owners of the property?

A. Yes.

16. This Agreement of Sale provides for a Commission of 10% or $6,000 to the Roland Park Company for its services in the sale as Broker, in making the sale, will you state what the usual and ordinary brokerage fees are?

A. The brokerage fees for Baltimore City brokers according to the Rules of the Real Estate Board of Baltimoreis 10% for sales in Anne Arundel County.

No Cross Examination.

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

A. No.

T. Carroll Worthington, a witness of lawful age, being first duly sworn, deposes and says:-

(Webb)

1. State Your name, residence and occupation?

A. T. Carroll Worthington, Annapolis, Md. Realtor.

2. How long have you been in the real estate business?

A. Since 1924.

3. What is the scope and nature of your business?

A. Buying and selling of real estate.

4. Your business includes purchases and sale and participation in the purchase and sale of real estate in Anne Arundel County?

A. Yes.

5. Are you familiar with the property referred to in this case on the Severn River known as Lindamoor?

A. Yes.

6. How long have you known that property?

A. I have known that property for the last ten years.

7. In the course of your business have you had occasion to participate in the purchase or sale of property in A nne Arundel County of that character?

A. Yes.

8. AAre you or not familiar with the reasonable and fair values of property of that description in the county?

A. Yes.

9. What in your opinion is a fair value of Lindamoor in the year 1946 and the present time?

A. I would say $60,000.

10. Will you state whether or not, in your opinion, this property is susceptible of division between Mrs. Fast and her adopted son Jon Viking Fast without material loss and damage to each of them?

A. In my opinion it is not.

11. Why do you say that?

A. I don't see how it could be divided.

12. It is a fact that the improvements are on the water front?

A. That's right.

13. And they would occupy, with a reasonable amount of land around them, about 20 acres?

A. Yes.

14. Tha balance of the remaining 20 acres is of what description?

A. That is in second growth of timber.

15. What reasonable possibilities at reasonable expense would there be in sub-dividing this property into building lots?

A. Be too expensive and take too long to sub-divide it for the widow to come out.

16. I show you Examiner's Exhibit No. 3 an Agreement of Sale of this property and ask you to tell whether or not, in your opinion the sale of the property in accordance with the terms and provisions of that agreement is to the interest and advantage of the owners of the property?

A. I think it is, yes sir.

No Cross Examination.

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

A. No.

There being no other witnesses to be examined on behalf of the plaintiffs at this time, and no furtner testimony desired on their behalf, this testimony is now closed, and, at request of Solicitor for plaintiffs, is closed and returned to the Court.

Witness my hand and seal this 30 day of January,1947.

Jno. S. Strahorn (Seal)

Examiner.

Filed February 4, 1947.

EXAMINER'S EXHIBIT NO. 1.

GIFT.

THIS DEED, Made this 14th day of March, in the year nineteen hundred and forty-six, by Christiane Ganna Fast, of Wicomico County, Maryland, but now residing at Götesborg, Sweden.

WHEREAS, by deed dated January 25, 1938, and recorded among the Land Records of Anne Arundel County, in Liber F.A.M. No. 174, folio 481 Gustave Fast conveyed the hereinafter described property to his wife, Christiane Ganna Fast, "Under the name of Ganna Fast"; and

WHEREAS, said conveyance was made upon the undisclosed trust whereby the equitable title and beneficial interest in the said property remained in said Gustave Fast with only legal title title thereto intended to be conveyed to the said Christiane Ganna Fast; and

WHEREAS, the purpose and intent of these presents is to invest and reconstitute such legal title in the said Gustave Fast to the end that Gustave Fast hereafter may be possessed of all the right, title and interest of said Christiane Ganna Fast therein, of every character and description and the equitable and legal titles thereto.

NOW, THEREFORE, THIS DEED WITNESSETH, That in consideration of the premises and other good and sufficient considerations the receipt of which is hereby acknowledged, said Christiane Ganna Fast does hereby grant, convey, release and quit-claim unto said Gustave Fast, his heirs and assigns in fee simple all those tracts, pieces or parcels of land, situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and on the south side of the Severn River and the northwest side of Cove of Cork Creek, and more fully and at length described in a deed from George Carey Lindsay and wife, to said Gustave Fast and Helena Fast, his former wife, dated June 2nd, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 92, folio 259, and being all those tracts, pieces or parcels ofland described in a deed from above mentioned Gustave Fast and Helena Fast, his former wife, to M. Helen Engelhardt, dated May 20, 1927 and recorded among the Land Records of Anne Arundel County in Liber F. S. R, No. 17,folio 242, and being the same tracts, pieces or parcels of land described in a deed from above mentioned M.Helen Englehardt to said Gustave Fast,dated May 20, 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 17, folio 243.

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

TO HAVE AND TO HOLD, the said tracts, pieces or parcels of ground and premises above described and mentioned, and hereby intended to be conveyed, together with all rights, privileges, and appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Gustave Fast, his heirs and assigns forever in fee simple.

AND the said Christiane Ganna Fast hereby covenants that she will warrant specially the property hereby granted and conveyed and that she will execute such other and further assurances of said property as may be requisite.

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

Test: Christiane Ganna Fast (SEAL)

Lily Trolle-Henckel.

KINGDON OF SWEDEN CITY OF COTEBORG, CONSOLATE OF UNITED STATES, OF AMERICA,SS:

I Hereby Certify, that on this 14th day of March, 1946, before me, the subscriber , a Vice Consul of the United States of America, resident of the City of Goteborg, Kingdon of Sweden,aforesaid, duly appointed and qualified, personally appeared Christiane Ganna Fast and acknowledged the aforegoing deed to be her act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my named and affixed my official seal this 14th day of March, 1946.

Thomas S. Swindoll
Vice Consul of the United
States of America,
Service No. 857
Fee $2.00 Kr,8,40

(Consular Seal)
American Foreign Service
Fee Stamp $2.00

Recorded 22 April, 1946, at 10:20 A .M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I nereby Certify, that the foregoing Deed was truly taken and copied from Liber J.H.H. No. 355 folio 317, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 15th day of January,A .D. 1947.

John H. Hopkins, 3rd, CLERK.

(Clerk of Court Seal)

Not Filed.

EXAMS. EXH. 2. EXAMS. ADOPTION.

DECREE OF COURT.

IN THE MATTER OF THE PETITION	:	No. 6891 Equity
OF GUSTAVE FAST AND CHRISTIANE (GANNA)	:	IN THE CIRCUIT COURT
FAST, his wife, for the adoption of	:	FOR
the infant child of William Baker	:	ANNE ARUNDEL COUNTY :
and Dorothy Carson Baker.	:	

The Petition and application of Gustave Fast and Christiane Fast, his wife, for the adoption of the male infant child of William Baker and Dorothy Carson Baker, filed in the above entitled cause, being submitted with all other proceedings, especially the consent of the Child's natural parents to this adoption, and being read and considered by the Court and the Court being satisfied upon careful examination that the best interest and welfare of such infant will thereby be promoted by granting the prayers of the Petitioners.

It is thereupon this 27th day of December, in the year 1934, by the Circuit Court for Anne Arundel County,ADJUDGED,ORDERED AND DECLARED, that the said infant male child of William Baker and Dorothy Carson Baker, be and he is hereby expressly declared to be the adopted child of the said Gustave Fast and Christiane Fast, his wife, with all of the rights vouch-safed under the Laws of the State of Maryland.

And it is further ADJUDGED, ORDERED AND DECREED that the name of said infant child be andthe same is hereby designated as Jon Gustave Viking Fast.

AND it is further ADJUDGED, ORDERED AND DECREED that the Petitioners pay the cost to be taxes by the Clerk of the Circuit Court for Anne Arundel County in these proceedings.

William Henry Forsythe, Jr., __

STATE OF MARYLAND, Anne Arundel County, SCT:

I Hereby certify, that the foregoing is a true copy of the Decree filed in No. 6891 Equity in the Circuit Court for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 15th day of January, A. D. 1947.

(Clerk of Court Seal)

John H. Hopkins, 3rd, Clerk.

Not Filed.

EXAMS. EXH. #3 - CONTRACT OF SALE.

THIS AGREEMENT OF SALE, made, in quintuplate, this ,this seventh day of September ,1946, by and between CHRISTIANE GANNA FAST individually and in her own right, and as foster mother and natural guardian of Jon Viking Fast, minor, hereinafter called "Vendor", and JOHN SPRIGG DUVALL AND MARGUERITE C. DUVALL, HIS WIFE, REGINALD JONES AND MILDRED JONES, HIS WIFE, JAMES L. PURDY AND DOROTHY M.PURDY HIS WIFE, And PHILIP H. ROSS AND HELEN J. ROSS,HIS WIFE, hereinafter called "Vendees".

WITNESSETH: that in consideration of the sum of One Dollar ($1.00) by each party hereto to the other paid, receipt of which is hereby acknowledged, and the mutual covenants and agreements herein contained, Vendor and Vendees do hereby covenant and agree as follows:

1. Vendor hereby bargains and sells unto Vendees, and the latter hereby, jointly and severally, purchase from the former, all that property situate and lying in Anne Arundel County, Maryland,being the improved property on the south side of the Severn River and west of Annapolis and known as "LINDAMOOR", containing 40.87 acres, more or less, and improved by two residences, garage, pump-house, shed and other out-buildings; as shown on blueprint of said property, attached hereto and made a part of this agreement; in fee simple and with all the rights and appurtenances thereto appertaining and belonging, including kitchen stove, power lawn mower, screens, shades, linoleum, electric pump, electric light fixtures, flowers and shrubbery, together with all other fixtures and equipment now a permanent part of said property and the buildings thereon.

2. Vendees shall pay for said property the sum of SIXTY THOUSAND DOLLARS ($60,000.00), of which purchase price Six Thousand Dollars ($6,000.00) have been paid to The Roland Park Company,Baltimore, Maryland, prior to the signing hereof, receipt of which is hereby acknowledged, and shall be held in escrow in the Trustee Account of said The Roland Park Company pending settlement of said purchase price and transfer of said property. The balance of Fifty-four Thousand Dollars ($54,000.00) of said purchase price shall be paid in cash at date of settlement and transfer of said property, at which time possession and occupancy thereof shall be given. Settlement date hereunder shall be ninety (90) days from date hereof or upon approval and ratification of this sale by the Circuit Court of Anne Arundel County, Maryland, which ever is the later date; and upon settlement of said balance of said purchase price by Vendees and transfer of said property, said sum of Six Thousand Dollars ($6,000.00), held in escrow as aforesaid, shall be paid by said The Roland Park Company to Vendor or to whomsoever said Circuit Court of Anne Arundel County, Maryland, shall direct.

Provided, however, that if the Vendees shall fail or neglect to pay the aforesaid balance of Fifty-four Thousand Dollars ($54,000.00), at the time when the same shall become due and payable, as hereinabove set forth, then, if the Vendor so elects by notice in writing mailed to Vendees at their last known address, the aforesaid sum of Six Thousand Dollars ($6,000.00), held in escrow as aforesaid, shall be paid by said The Roland Park Company to Vendor or to whomsoever said Circuit Court of Anne Arundel County, Maryland, shall direct, as liquidated damages for any breach of this Agreement by Vendees; and thereafter all the rights, titles and interests of Vendees and each of them, and of their and each of their heirs, personal representatives and assigns, in and to the aforesaid property under the terms and provisions of this Agreement, shall cease and terminate, and this Agreement as to all parties hereto shall thereafter be null, void and of no effect.

And further provided that, if any term or provision of this Agreement shall be breached by Vendor, or if this sale shall not be approved and ratified by said Circuit Court of Anne Arundel County, Maryland, then said sum of Six Thousand Dollars ($6,000.00), held in escrow as aforesaid, shall be repaid by said The Roland Park Company to Vendees, and thereafter all the rights, titles and interests of Vendor and Vendees and each of them, and of their and each of their heirs, personal representatives and assigns, under the terms and provisions of this Agreement, shall cease and terminate and this Agreement shall thereafter be null, void and of no effect.

3. This sale is subject to approval and ratification by said Circuit Court of Anne Arundel County, Maryland.

4. Said property is sold and shall be conveyed subject to all the covenants, agreements, easements, provisions, conditions, restrictions and charges which are now a matter of record pertaining thereto.

5. Taxes and other public charges, if any, against said property, and premiums on policies of insurance thereon shall be apportioned between Vendor and Vendees as of settlement date; and the said parties hereto hereby bind themselves, their heirs, executors, and administrators for the faithful performance of this Agreement.

6. And upon payment of the unpaid balance of said purchase price, as aforesaid, said property shall be conveyed to Vendees, at Vendees' expense, with good and merchantable title and free of liens and encumbrances except as otherwise specified herein.

7. Vendor shall immediately have all policies of insurance on said property so endorsed as to protect all parties hereto, as their respective interests may appear, and shall continue said policies of insurance in force during the life of this contract.

8. Upon payment of said purchase price of Sixty Thousand Dollars ($60,000.00), as hereinabove provided, the Standard Real Estate Board commissions of Six Thousand Dollars ($6,000.00) shall be paid by Vendor to The Roland Park Company, for its services as broker in making the aforesaid sale.

9. Cost of all documentary stamps required by law in connection with the transfer of said property, shall be divided equally between Vendor and Vendees.

10. This Agreement contains the final and entire agreement between the parties hereto and neither they nor their agents or servants shall be bound by any terms, conditions or representations not herein written; and time shall be of the essence of this Agreement.

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

WITNESS, (not in the presence of but signature acknowledged and known)

F. W. C. Webb.

Christiane Ganna Fast (Seal)

Christiane Ganna Fast, Individually

WITNESS:(not in the presence of but Signature acknowledge and known)
F. W. C. Webb

WITNESS:
Maurice F. Rodgers

WITNESS
Maurice F. Rodgers

WITNESS:
Jos.D. Lazenby

WITNESS:
Maurice F. Rodgers

WITNESS:
Maurice F. Rodgers

WITNESS:
Jos. D. Lazenby

WITNESS:
Jos. D. Lazenby

WITNESS:
Jos D. Lazenby

Christiane Ganna Fast (SEAL)
Christiana Ganna Fast, as Foster Mother.

John Sprigg Duvall (SEAL)
Vendee

MArguerite C. Duvall (SEAL)
Vendee

Reginald T. Jones (SEAL)
Vendee

Mildred B. Jones (SEAL)
Vendee

James L. Purdy (SEAL)
Vendee

Dorothy M. Purdy (SEAL)
Vendee

Philip H. Ross (SEAL)
Vendee

Helen J. Ross (SEAL)
Vendee.

AGREED TO-September 7, 1946:

THE ROLAND PARK COMPANY
By B. Franklin Hearn, Jr.,
Vice President.

Plat attached.

Not Filed.

°°(See page 201)

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of John Sprigg Duvall, et al, respectfully shows:

1. That your Answering Defendants admit the allegations set forth in the Bill of Complaint. And having answered said Bill of Complaint as fully as they are advised is necessary, pray to be dismissed with respective cost.

And as in duty bound, etc.

John Demyan, Jr.,
Attorney for Defendants.

Filed December 7, 1946.

D E C R E E .

The petition, exhibits, answers and testimony in the above entitled case having been submitted, the proceedings therein were read and considered by the Court.

IT IS THEREUPON, This 19" day of February, in the year nineteen hundred and fortyseven, by the Circuit Court for Anne Arundel County, Maryland, in Equity, ADJUDGED, ORDERED and DECREED that the property described in these proceedings is not susceptible of partition without material loss or injury to the parties interested therein, and that a sale of said property is to the interest and advantage of said parties, including said Jon Viking Fast, infant; and that the contract of sale

of sale property exhibited herein between Christiane Ganna Fast, individually and in her own right, and as foster mother and natural guardian of Jon Viking Fast, infant, of the one part, and John Sprigg Duvall and Marguerite C. Duvall, his wife, Reginald T. Jones and Mildred B . Jones, his wife, James L.Purdy and Dorothy M. Purdy, his wife, and Philip H. Ross and Helen J. Ross,his wife, of the other part, dated September 7, 1946, be and the same is hereby ratified and confirmed: and that Frederick W. C. Webb, of Salisbury, Maryland, be and he is hereby appointed Trustee for the purpose of consummating said sale, and the manner and course of his proceeding shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a corporate surety, to be approved by this Court or by the Clerk thereof, in the penalty of Sixty Thousand Dollars ($60,000.), conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises; said Trustee shall then proceed to consummate said sale and shall report his proceedings to this Court, and upon final ratification of said sale by this Court and payment to him of the balance owing on the purchase price for said property (and not before), said Trustee shall, by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the said purchasers, their heirs and assigns, the aforesaid property to them sold, free, clear and discharged from all claims of said Christiane Ganna Fast, said Jon Viking Fast, infant, and Frederick W. C.Webb, Administrator of the Estate of Gustave Fast, deceased, and of all those claiming by, from or under them or either of them; and said Trustee shall thereafter bring into this Court the money arising from such sale for distribution under the direction of this Court after deduction of the costs of these proceedings and such commission to said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

William J. McWilliams, Judge

227 St.Paul Street
Baltimore, Md.

Filed February 19, 1947.

60 John Street,
New York.

NEW AMSTERDAM CASUALTY COMPANY

KNOW ALL MEN BY THESE PRESENTS, That,We Frederick W. C. Webb and New Amsterdam Casualty Company, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Sixty Thousand Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents-sealed with our seals and dated this 24th day of February in the year of our Lord one thousand nine hundred and forty-seven.

Whereas, the above bounden Frederick W. C. Webb by virtue of a decree of the Honorable the Judge of Circuit Court for Anne Arundel County, Maryland, has been appointed Trustee mentioned in the proceedings in the case of Christiane Ganna Fast, et al. vs Jon Viking Fast,infant, et al. now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IS THE ABOVE BOUNDEN Frederick W.C. Webb do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligations to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and Delivered

in the presence of

Bernice M. Hayman

Attest:

M. R. Gosweiler (Corporate Seal)

Assistant Secretary.

Frederick W. C. Webb, (Seal)

New Amsterdam Casualty Company

By G. Lee Burgess.

Filed February 26, 1947.

TRUSTEE'S REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Frederick W. C. Webb, Trustee, appointed by decree of this Court in the above entitled cause to consummate the sale of the certain real estate therein described, respectfully shows:

That after having given bond with surety for the faithful performance of his trust as required by the order and decree of this Honorable Court, said Trustee communicated with the proposed purchasers of the said real estate through their attorney, William W. Townshend,Jr.,Esq., Annapolis, Maryland, and he was advised by said Attorney that said purchasers had arranged for the funds necessary to pay the balance of Fifty-Four Thousand Dollars ($54,000) of the purchase price for said real estate, but that such funds would not be available except after final ratification of said sale by this Honorable Court and coincident with the conveyance of said real estate to them by said Trustee.

WHEREFORE, said Trustee makes the aforegoing report and prays that after the expiration of the time provided in an appropriate order nisi thereon,and no showing of sufficient and appropriate cause to the contrary as therein provided, said proposed sale of said real estate to said purchasers may be finally ratified by this Honorable Court and upon payment to said Trustee of the balance owing on said purchase price, he shall be authorized and directed to convey said real estate to said purchasers in accordance with the aforesaid order and decree of this Court.

Respectfully submitted,

Frederick W. C. Webb, Trustee.

STATE OF MARYLAND, WICOMICO COUNTY, to-Wit:

I HEREBY CERTIFY, that on this 7th day of March, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid,personally appeared Frederick W. C. Webb, Trustee in the above entitled cause, and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of his knowledge,information and belief, and that the sale of the real estate therein referred to was fairly made.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year above written.

(Notarial Seal) Emma H. van Auken, Notary Public.

Filed March 10, 1947.

CERTIFICATE OF PUBLICATION.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY: EQUITY No. 9148.

CHRISTIANE GANNA FAST, individually and JON VIKING FAST,infant,by CHRISTIANE GANNA FAST, his foster mother and natural guardian, Petitioners vs JON VIKING FAST,inFANT, JOHN SPRIGG DUVALL, MARGUERITE C. DUVALL, his wife, REGINALD T.JONES, REGINALD T. JONES, MILDRED P. JONES, his wife, JAMES L. PURDY, DOROTHY M. PURDY, his wife, PHILIP H.ROSS and HELEN J. ROSS, his wife, and FREDERICK W. C. WEBB, Administrator of the Estate of GUSTAVE FAST, deceased, Defendants.

ORDERED by the Circuit Court of Anne Arundel County, Maryland, this 10th day of March,1947, that the sale of the real estate mentioned in these proceedings and to be reported in respect thereto by Frederick W · C. Webb, Trustee appointed by a decree of this Court to consummate said sale, be ratified and confirmed,unless cause to the contrary thereto be shown on or before the 12th day of April next;provided a copy of this order be inserted in some newspaper printed in said Anne Arundel Countyonce in each of three successive weeks before the 12th day of April next.

Said proceedings show the amount of the sale to be $60,000.

True Copy John H. Hopkins, 3rd, Clerk.

Test: JOHN H. HOPKINS,3rd Clerk m-17

Annapolis, Md. April 7th, 1947.

We hereby certify, that the annexed Order Nisi Christiane Ganna Fast was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of April, 1947, The first insertion being made the 13th day of March, 1947.

7190 THE CAPITAL,GAZETTE PRESS, INC.

By Mae Carlson

Filed April 14, 1947.

FINAL ORDER.

ORDERED by the Circuit Court of Anne Arundel County, Maryland, this 14th day of April, 1947, that the sale of the real estate mentioned in these proceedings to John Sprigg Duvall and Marguerite C. Duvall,his wife, Reginald T. Jones and Mildred B. Jones, his wife, James L.Purdy and Dorothy M. Purdy, his wife, and Philip H. Ross and Helen J. Ross, his wife, at and for the sum of Sixty Thousand Dollars ($60,000), be and the same is hereby finally ratified and confirmed as prayed in the report of Frederick W. C. Webb, Trustee, no cause to the contrary having been shown although due notice appears to have been given as required by the order nisi passed in this cause, and upon payment to the said Trustee of the balance of Fifty-Four Thousand Dollars, ($54,000) due on said purchase price, said Trustee be and he is hereby authorized and directed to convey said real estate to said purchasers in accordance with the decree and order of this Court heretofore passed in this cause, and said Trustee shall thereafter bring into this Court the amount in his hands to be distributed in accordance with the future order or orders of this Court after allowance of the usual commissions to said Trustee on said sum in his hands and such proper expenses as he shall produce vouchers for to the auditor of this Court;and further ordered that upon payment of said balance of said purchase price by said purchasers as aforesaid, Roland Park Company shall receive and retain the reamining Six Thousand Dollars ($6,000) of said purchase price, deposited with it in escrow under the Agreement of Sale herein-as its commissions as brokers in arranging and making said sale.

William J. McWilliams, Judge.

Filed 14 April, 1947.

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. June 6, 1947.

All of which is respectfully submitted.

Laura R. Jickling, Auditor

J.H.H. #63 Equity.

Dr. Christiane Ganna Fast,etc, vs John Viking Fast, infant, et al.		in ac.
To Trustee for Commissions, viz:		
(Order of 6/5/47)		1,360.00
To Trustee for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	32.50	
Sheriff, Wicomico County- costs	.90	
Sheriff, Montgomery County- costs	1.90	
Sheriff, Anne Arundel County - costs	3.00	
Auditor- stating this account	27.00	85.30
To Trustee for Expenses, viz:		
Capital-Gazette Press-publishing Order of Publication	63.00	
Capital-Gazette Press-Order Nisi (sale)	5.00	
Capital-Gazette Press-Order Nisi (Acct.)	5.00	
R. Tilghman Brice,III-Guardian Ad Litem	4.00	
John S. Strahorn-Examiner's fee	8.00	
Juliet D. Strahorn-Stenographer's costs	5.50	
New Amsterdam Casualty Co.-bond premium	240.00	
Clerk of Court-certified copies	3.00	
Register of Wills-recording inventory	2.00	
One-half Federal Revenue Stamps	33.00	
One-half State Revenue stamps	30.00	
Wm.W.Townshend,Jr.-legal services,(Order 5/22/47)	250.00	
Roland Park Company-agent's commissions on sale	6,000.00	
(Order 4/14/47)		6,648.50
BALANCE FOR DISTRIBUTION- $51,906.20		
Distributed as follows to heirs at law of		
Gustave Fast		
To Christiane Ganna Fast,widow- one-third	17,302.07	
To John Viking Fast,son-two-thirds	34,604.13	51,906.20
		60,000.00

with Frederick W. C. Webb, Trustee Cr.

1947		
Feb. 19	Proceeds of Sale (Contract dated 9/7/46-	
	Exhibit A)	60,000.00
		60,000.00

Filed June 11, 1947.

ORDER NISI

ORDERED, This 11th day of June, 1947, That the Report and Account of the Auditor,filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12th day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County,once in each of three successive weeks before the 12th day of July next.

John H. Hopkins,3rd, Clerk.

Filed June 11, 1947.

J.H.H. #63 Equity.

CERTIFICATE OF PUBLICATION

Annapolis, Md. July 10, 1947

We hereby certify, that the annexed Order Nisi Christiane Ganna Fast was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of July,1947. The first insertion being made the 19th day of June, 1947.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG 2400. By Mae Carlson

Filed 14 July, 1947.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 15th day of July, 1947, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

William J. McWilliams, A.J.

Filed July 15, 1947.

PETITION AND ORDER OF COURT AUTHORIZING PAYMENT OF SHARE DUE JON VIKING FAST TO SAFE DEPOSIT & TRUST COMPANY OF BALTIMORE, HIS GUARDIAN.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Frederick W. C. Webb, Trustee appointed by a Decree of this Court in the above entitled cause, respectfully shows:

1. That Petitioner nas in hand the sum of $34,604.13 for distribution to Jon Gustave Viking Fast, mentioned and described in these proceedings as Jon Viking Fast, according to the Report and Account of the Auditor herein.

2. That said Jon Gustave Viking Fast is a minor, as will appear in this proceeding, and Safe Deposit & Trust Company of Baltimore, a Maryland corporation has heretofore qualified as his Guardian in the Orphans' Court for Wicomico County, Maryland, as will more fully appear by reference to a certified copy of the Letters of Guardianship of said Safe Deposit & Trust Company of Baltimore attached hereto and hereby made a part hereof and marked "EXHIBIT GUARDIAN'S LETTERS".

3. That Petitioner is advised and, therefore, alleges that said Safe Deposit & Trust Company of Baltimore, as Guardian of said Jon Gustave Viking Fast, Minor, entitled to received payment from Petitioner of the aforesaid sum of $34,604.13 due said Minor as aforesaid and with the authority of this Honorable Court Petitioner desires to make such payment.

Wherefore Petitioner prays this Honorable Court to pass an order authorizing and directing Petitioner to pay said sum of $34,604.13 due said Jon Gustave Viking Fast, Minor, to his said Guardian, Safe Deposit & Trust Company, Baltimore.

AND AS IN DUTY BOUND, etc.

Frederick W. C. Webb, Petitioner .

STATE OF MARYLAND:

TO all persons to whom thses presents shall come Greeting:

Know ye that on the 2nd day of September, 1947,Safe Deposit and Trust Company of Maryland, a Maryland corporation, was duly and regularly appointed by the Orphans' Court of Wicomico County

Guardian to JON GUSTAVE VIKING FAST, born July 24, 1933 ,Orphan of Gustave Fast, late of Wicomico County, deceased, according to law, and that on the same day and year aforesaid, the said Safe Deposit and Trust Company of Maryland, a Maryland corporation, came into said Court and accepted said appointment, and gave bond with securities approved by said Court, for the faithful performance of its duty as Guardian to said JON GUSTAVE VIKING FAST, a minor,

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Orphans' Court for Wicomico County, Maryland, this 2nd day of September, A. D. 1947.

(Orphans' Court Seal) J. Asbury Holloway,

MARYLAND, WICOMICO COUNTY, SCT. Register of Wills for Wicomico County.

I HEREBY CERTIFY, that the within and foregoing Copy of Guardianship Letters is truly copied from the original now on file and of record in the office of the Register of Wills for Wicomico County aforesaid.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Orphans' Court for Wicomico County, this 2nd day of September, A. D., 1947.

(Orphans' Court Seal) J. Asbury Holloway,

Register of Wills for Wicomico County.

STATE OF MARYLAND, WICOMICO COUNTY, to-wit:

I HEREBY CERTIFY that on this 2nd day of September 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared Frederick W. C. Webb, Trustee in the above entitled case, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge and belief.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Notarial Seal the day and year above written.

(Notarial Seal) Emma H. van Auken, Notary Public.

ORDER OF COURT.

Upon the aforegoing Petition, IT IS ORDERED by the Circuit Court for Anne Arundel County, Maryland, this 8" day of September, 1947, that Frederick W. C. Webb, Trustee in this proceeding, be and he is hereby authorized and directed to pay to Safe Deposit & Trust Company of Baltimore, Guardian of Jon Gustave Viking Fast, Minor, the sum of $34,604.13 due said Minor as his distributive share of the net proceeds from the sale of the property mentioned and described in these proceedings and as shown by the Report and Account of the Auditor heretofore filed in and finally ratified and approved by this Court.

William J. McWilliams, Judge.

Filed 8 September, 1947.

Release from Safe Deposit & Trust Co. of Balto.,Guardian of Jon Gustave Viking Fast to Trustee.

KNOW ALL MEN BY THESE PRESENTS, That in accordance with an Order of the Circuit Court for Anne Arundel County, Maryland, passed September 8th, 1947, in the case of Christiane Ganna Fast, etc., vs John Viking Fast, etc. (No. 9148- Equity), Frederick W. C. Webb, Trustee, has transferred,paid over and delivered to Safe Deposit and Trust Company of Baltimore, Guardian of Jon Gustave Viking Fast, a minor, the sum of Thirty-Four Thousand, Six Hundred Four and 13/100 Dollars ($34,604.13), the receipt of which the said Guardian does hereby acknowledge; and in consideration thereof, it doth hereby RELEASE, ACQUIT, EXONERATE AND DISCHARGE the said FREDERICK W. C. WEBB of and from all

and every action, suit, claim or demand which could or might possibly be brought,exhibited or prosecuted against him for or on account of said sum or the payment thereof, and for or on account of the management and administration of said trust hereby declaring itself fully satisfied, contented and paid as above specified.

In Testimony Whereof, the said body corporate hath caused this Release to be subscribed by the Vice President thereof, and its corporate seal to be hereto affixed, this 8th day of September, nineteen hundred and Forty-seven.

Attest: SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE,

John T. Kenny, (Corporate Seal) Guardian of Jon Gustave Viking Fast

Trust Officer By W. R. Hubner, Vice President.

STATE OF MARYLAND, City of BALTIMORE, to wit:-

BE IT REMEMBERED, and it is hereby certified that on this 8th day of September, in the year nineteen hundred and forty-seven, before me, the subscriber, a Notary Public of said City,personally appeared W. R. Hubner, Vice President of SAFE DEPOSIT AND TRUST COMPABY OF BALTIMORE, which executed the foregoing Instrument,aand acknowledged the same to be its corporate act and deed.

Witness my hand and official seal.

Ralph W. Romaine, Notary Public

(Notarial Seal) Ralph W. Romaine,

Notary Public

My Commission expires May 2, 1949.

Filed September 15, 1947.

RECEIPT OF TRUSTEE FOR AMOUNT DUE CHRISTIANNE GANNA FAST UNDER AUDITOR'S REPORT.

RECEIVED this 5th day of June, 1948, of Frederick W. C. Webb, Trustee under and by virtue of a decree and order of the Circuit Court for Anne Arundel County, Maryland in a case therein pending wherein Christianne Fast, et al, were Petitioners and Jon Viking Fast, et al, were Defendants, the same being designated as No. 9148 Chancery, Check of said Frederick W. C. Webb, Trustee as aforesaid, No. 84, on The Salisbury National Bank, Salisbury, Maryland, dated June 4, 1948, payable to the order of said Christianne Ganna Fast and in the sum of Seventeen Thousand Three Hundred Two Dollars and Seven Cents ($17,302.07) representing the amount due said Christianne Ganna Fast according to the Report of the Auditor of said Court heretofore finally ratified by said Court and on file in the office of the Clerk thereof, which said check the undersigned has this day deposited to the credit of said Christianne Ganna Fast in said The Salisbury National Bank. Salisbury, Maryland.

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

Test: Gunnar Bengtson (SEAL)

Bernice M. Hayman

The above described check of Seventeen Thousand Three Hundred Two Dollars and Seven Cents ($17,302.07) was deposited in The Salisbury National Bank, Salisbury, Maryland, to the credit of Christianne Ganna Fast, under the name of "Ganna Fast", on June 5, 1948, as set forth in the aforegoing receipt of Gunner Bengtson to Frederick W. C. Webb, Trustee.

Dated June 21,1928. THE SALISBURY NATIONAL BANK

(Corporate Seal) By Howard H. Ruark,

Vice President.

Filed June 23, 1948.

IRMA SUTPHIN, infant, :
by GLEN M. SUTPHIN, her father :
and next friend :
vs :
JOSEPH RUGGIERO :

NO. 9113 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

D E C R E E .

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

WHEREUPON, it is Ordered this 16th day of December, 1946, by the Circuit Court for Anne Arundel County, sitting in Equity, and by authority of this Court Adjudged, Ordered and Decreed that the pretended marriage between the plaintiff, Irma Sutphin and the defendant, Joseph Ruggiero be annulled and declared void ad initio.

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

WILLIAM J. McWILLIAMS, JUDGE.

Filed 16 DECEMBER, 1946.

ALEXANDER SONEY, JR., :
vs :
GERTRUDE SONEY. :
: : : : : ::

No. 9140 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY.

D E C R E E .

The proceedings in this cause having been submitted, the same were read and fully considered by the Court.

Thereupon this 3" day of February, 1947, it is adjudged, ordered and decreed by the Circuit Court for Anne Arundel County that the marriage of the said Alexander Soney, Jr., to the said Gertrude Soney be, and the same is hereby declared to be null and void.

It is hereby further adjudged, ordered and decreed that the defendant, Gertrude Soney, be, and she is hereby authorized to resume her maiden name of Gertrude Greenfeder.

And it is further adjudged, ordered and decreed that the plaintiff pay the costs of these

J.H.H. #63 Equity.

proceedings.

William J. McWilliams,

Judge.

FILED 3 February, 1947.

IN THE CIRCUIT COURT FOR 419

ANNE ARUNDEL COUNTY

No. 9143 EQUITY.

GOMBOROV & GOMBOROV	:	PAUL J. LANASA
NO. 27582-A	:	VS
FOSTER H. FANSEEN	:	ANNA L. RINE
" " "	:	ANTONIO G. LANASA
" " "	:	MARY A. LANASA
A. JEROME DIENER	:	MARCUS M. LANASA
A. JEROME DIENER	:	VINCENT M. LANASA
JOSEPH R. HIRSCHMANN) HARRY L. KAPLAN)	:	JOSEPH B. LANASA
FOSTER H. FANSEEN	:	STEVEN A. LANASA
" " "	:	JOSEPHINE G. LANASA
	:	and
" " "	:	MARY A. LANASA, TRUSTEE
	:	FOR MICHAEL S. LANASA
A. JEROME DIENER	:	
HARRY L. KAPLAN	:	
FOSTER H. FANSEEN	:	
JOSEPH R. HIRSCHMANN	:	ANNA L. RINE
	:	ANTONIO G. LANASA
	:	MARY A. LANASA
	:	MARCUS M. LANASA
No. 27582-A	:	VINCENT M. LANASA
	:	JOSEPH B. LANASA
	:	STEVEN A. LANASA
	:	JOSEPHINE G. LANASA, AND
	:	MARY A. LANASA, TRUSTEE
	:	FOR MICHAEL S. LANASA
	:	VS.
GOMBOROV & GOMBOROV	:	PAUL J. LANASA
	:	CROSS-BILL

DOCKET ENTRIES.

4 February 1946	Bill of Complaint for the construction of a Will and for the appointment of a Trustee etc. (1) and Exhibit P.J.L. No. 1 (2) and P. J. L. 2 (3) fd.
4 February 1946	Subpoena issued (4 Summoned as marked)
4 February 1946	Order of Publication (5) fd Copy issued (Personal service)
12 February 1946	Appearance of Vincent M. Lanasa by A. Jerome Diener,Esq. and his answer to the Bill of Complaint (6) fd.
14 February 1946	Appearance of Marcus Lanasa by A.Jerome Diener,Esq. and his answer to the Bill of Complaint (7) fd.
18 February 1946	Appearance of Joseph B. Lanasa by Joseph R. Hirschmann and Harry L.Kaplan, Esq. and his answer to the Bill of Complaint (8) fd
19 February 1946	Affidavit of personal service of publication on Anna L.Rine (9) fd.
2 March 1946	Appearance of Anna L. Rine,Josephine G. Lanasa, Antonio G. Lanasa,Steven A. Lanasa and Mary A. Lanasa individually and as Trustee for Michael S. Lanasa by Foster H. Fanseen,Esq, and their answer to the Bill of Complaint (10) fd.
15 April 1946	Petition of defendant for leave to take testimony under 30 rule and Order of Court thereon granting the same (11) fd. Copy issued (Served on Plaintiff's Solrs and A. Jerome Diener, Josephine R.Hirschmann and Harry L. Solrs)
8 May 1946	Order of Court appointing A.David Gomborov and Foster H.Fanseen,Trustees, bond $2500.00 etc. (12) fd.
8 May 1946	Trustees approved bond (13) fd.
14 May 1946	Cross Bill of Complaint (14) fd. (Service admitted by Gomborov & Gomborov, (Solr)
17 May 1946	Answer of Paul L.Lanasa to Cross-Bill of Complaint (15) fd.
20 May 1946	Petition of plaintiff for leave to take testimony under 30 rule and Order of Court thereon granting the same (16) fd. Copy issued (Served on defendants Solrs)
20 June 1946	Petition of Paul J.Lanasa for leave to withdraw his answer previously filed and to substitute this answer in place and stead thereto and Order of Court thereon granting the same (17) fd.
21 June 1946	Decree appointing Foster H.Fanseen and A .David Gomborov Trustees,bond $27500.00 to make a total of $30000.00 (18) fd.(Bond of $2500.00heretofore filed)
21 June 1946	Trustees approved bond (19) fd ($27500.00)
1 July 1946	Petition of Trustees and Order of Court thereon appointing Joseph R.Hirschman and A. Jerome Diener counsel to represent them (20) fd.
9 September 1946	Trustees report of private and public sales made to Henry A. Mack,James W. Ford, Mary A.Lanasa, Steven A. Lanasa, estate of Fannie Mayer, David S. Saiontz and Allan Blankman,Edward Heyman and Walter Heyman and Certificate of appraisers annexed (21) fd.
9 September 1946	Ratified Nisi Order (22) fd. Copy issued.
11 October 1946	Certificate of publication on private and public sales made to Henry A. Mack,James W. Ford, Mary A. Lanasa, Steven A. Lanasa, Estate of Fannie Mayer, David S. Saiontz and Allan Blankman,Edward Heyman and Walter Heyman (23) fd.
11 October 1946	Trustees report of private and public sales made to Henry A. Mack,James W. Ford, Mary A. Lanasa, Steven A. Lanasa, Estate of Fannie Mayer, David S .

Saiontz and Allan Blankman, Edward Heyman and Walter Heyman finally ratified and confirmed Order (24) fd.

PAUL A. LANASA	:	IN THE
VS	:	CIRCUIT COURT #2 OF
ANNA L. RINE, et al.	:	BALTIMORE CITY

:::::::::

This cause having come on for hearing on Bill of Complaint and Answers thereto, testimony having been taken and counsel for all parties having been heard.

It is this 8 day of May, 1946, Ordered, Adjudged and Decreed by the Circuit Court #2 of Baltimore City that A. David Gomborov and Foster H. Fanseen be and are hereby appointed Trustees for the purpose of collecting all income from the property which Rosa Lanasa owned at the time of her death and to make all necessary disbursements for taxes, ground rent, repairs, etc.; upon the filing of a bond in the penalty of $2,500.00 and that the said Trustees shall account to this Honorable Court, subject to the further order of this Court.

And it is further Ordered, Adjudged and Decreed that this Order is without prejudice to the rights of any of the parties to the said cause to file any proceeding in which they shall ask for a construction of the Will of Rosa Lanasa, deceased, and for a partition of the aforementioned property.

(s) Michael J. Manley _

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Foster H. Fanseen and A. David Gomborov, as principal, and Glens Falls Indemnity Company a corporation of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-five Hundred and 00/100 Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 8th day of May in the year of our Lord one thousand nine hundred and forty-six.

WHEREAS, the above bounden Foster H. Fanseen and A. David Gomborov by virtue of a decree of the Honorable the Judge of the Circuit Court No. 2 of Baltimore City, has been appointed trustees to manage the property of Rosa Lanasa deceased mentioned in the proceedings in the case of Paul J. Lanasa vs Anna L. Rine et al. now pending in said Court:

NOW THE CONDITION of the above Obligation is such, That If the Above Bounden Foster H. Fanseen and A. David Gomborov do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed sealed and delivered	(	(s) Foster H. Fanseen	(SEAL)
in the presence of	(	(s) A. David Gomborov	(Seal)
(s) Ida Kipnes - as to all	(	GlensFalls Indemnity Co.	(Seal)
	(	(s) L. E. King, Attorney	(Seal)

STATE OF MARYLAND, Baltimore City, sct.:

KNOW ALL MEN BY THESE PRESENTS: That the Glen Falls Indemnity Company a corporation of the State of New Yorkdoes hereby constitute and appoint L. E. King of Baltimore, Maryland, its attorney to make, execute and deliver on its behalf, as surety, all bonds of any kind character and description that are or may be required to be filed in the Circuit Court No. 2 of Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney

shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the sale of the said Glens Falls Indemnity Company duly affixed by its Vice-President and attested by its Secretary, this 27th day of November, 1935.

Attest: GLENS FALLS INDEMNITY COMPANY

(s) A. J. Reed, Secretary (s) By G. D. Mead, Vice President (SEAL)

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney. November 27th, 1935,

GLENS FALLS INDEMNITY COMPANY

(s) R. C. CARTER, Secretary.

ANNA L. RINE ANTONIO G. LANASA MARY A. LANASA MARCUS M. LANASA VINCENT M. LANASA JOSEPH B. LANASA STEVEN A. LANASA JOSEPHINE G. LANASA, and MARY A. LANASA, TRUSTEE for MICHAEL S. LANASA, Cross Complainants vs. PAUL J. LANASA, Cross Respondent	:	IN THE CIRCUIT COURT NO. 2 OF BALTIMORE CITY

::::::::::::::

CROSS COMPLAINT.

Comes now Anna L. Rine, Antonia G. Lanasa, Mary A. Lanasa, Marcus M. Lanasa, Vincent M.Lanasa, Joseph B. Lanasa, Steven A. Lanasa, Josephine G. Lanasa, and Mary A. Lanasa, Trustee for Michael S. Lanasa, by their respective counsel and complaining in this, their Cross Bill, say:

1. That they adopt as and for their own allegations the first five allegations in the original Bill filed by Paul J. Lanasa, to the same extent and with like effect as if same were fully and verbatim incorporated herein; that said first five paragraphs in the original Bill of Complaint are assumed and charged as a necessary averment herein as if same were fully and originally incorporated herein, including the Exhibits therein referred to and filed as part of said original Complaint.

2. That your Cross Complainants Anna L. Rine, Antonio G. Lanasa, Joseph Lanasa, Mary A. Lanasa, Marcus M. Lanasa, Vincent M. Lanasa, Joseph B. Lanasa, Steven A. Lanasa, Josephine G. Lanasa, and Mary A. Lanasa, Trustee for Michael S. Lanasa, believe, and therefore aver, that by virtue of the content of the Last Will and Testament and Codicil thereto of said Rosa Lanasa deceased, they, with the Cross Respondent, Paul L. Lanasa, have each an unrestricted one-tenth vested and undivided interest in all of the property owned by the late Rosa Lanasa at the time of her death, including, but not limited to, the following fee simple property; lots 75 and 76 Pasadise Beach, Anne Arundel County; lots 35 and 36, Catonsville Manor; No. 8 and No. 10 West Pratt Street, Baltimore, Maryland; Property Nos. 14, 16 and 22 East Cross Street, Baltimore, Maryland; and the following lease-hold property;Nos.12 and 133 East Cross Street, Baltimore, and Market Stalls 214, 249, 423, 429, 431, in Cross Street Market, Baltimore, Maryland.

3. That during the two years last past the cost of maintenance of said properties has been so great as to leave next to no net proceeds for the parties hereto, and that said properties are subject to use and time depreciation.

4. That the above listed property is not susceptible of division in kind, nor can any partition thereof be equitably made or apportioned, and that it is to the best interest of the Cross Complainants and Cross Respondent that the properties be sold by a Trustee, or Trustees, appointed by this Court, with the net sale proceeds divided in accordance with the said Last Will and Testament and Codicil of Rosa Lanasa, deceased.

5. That real estate is now selling at prices considerably higher than in previous years and that advantage should be taken of increased sale prices, rather than retaining these properties for some years in the future when there is a great probability that prices will be far lower than presently, all of which would be to the best interests of all the legatees and beneficiaries of the Estate of Rosa Lanasa, deceased.

WHEREFORE your Cross Complainants pray:

A. That this Honorable Court Construe the Last Will and Testament and Codicil thereto of Rosa Lanasa, deceased, and determine the nature, extent, and interest of the parties named therein.

B. That this Honorable Court appoint a Trustee, or Trustees,to sell the assets of the Estate of said Rosa Lanasa, deceased, including the fee simple and leasehold property and other items.

C. That after sale thereof this Court decree that the net proceeds be divided among the children of said Rosa Lanasa, deceased, in accordance with the distributive terms of her said Last Will and Testament and Codicil thereto.

D. That they be granted such other and further relief as the nature of their cause may require.

AND AS IN DUTY BOUND, ETC.

(s) Antonio G Lanasa
(s) Anna L. Rine
(s) Marcus M. Lanasa
(s) Vincent M. Lanasa
(s) Joseph B. Lanasa
(s) Stephen A. Lanasa
(s) Josephine C. Lanasa
(s) Mary A. Lanasa,Trustee for Michael S. Lanasa
(s) Mary A. Lanasa, agent for above.

Cross Complainants.

(s) A. Jerome Diener
(s) Harry I. Kaplan
(s) Foster H. Fanseen
(s) Joseph R. Hirschmann
Attorneys for
Cross Complainants

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I Hereby certify that on the 9th day of May 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared, Mary A. Lanasa, on her own behalf and on behalf of the other Cross Complainants herein and made oath in due form of law that the matters and facts contained in the aforegoing Cross Bill of Complaint are true to the best of her knowledge. information and belief.

As witness my hand and notarial seal.

(SEAL)

(s) Naomi Disney
Notary Public

ANSWER TO CROSS BILL OF COMPLAINT.

Comes now Paul J. Lanasa, cross respondent, by Comborov and Gomborov, his solicitors, and in answer to the Cross Bill of Complaint heretofore filed in the above entitled cause, says:

1. That he admits the allegations contained in ParagraphI of said Cross Bill of Complaint.

2. That he admits that each of the parties hereto have a one-tenth vested and undivided interest in all of the property mentioned in Paragraph 2 of said Cross Bill of Complaint, but denies that it is an unrestricted One-tenth interest and avers that there is a limitation of ten years after the death of his late mother, Rosa Lanasa, before the said property could be sold in accordance with the provisions in her Will which has been adopted as an Exhibit by the said Cross Complainants.

3. That your cross respondent, Paul J. Lanasa, avers that if the property is properly managed there will be a considerable net income left to be divided among the parties hereto.

4. That your cross respondent, Paul J. Lanasa, admits that the property is not susceptible of division in kind, nor can any partition thereof be equitably made or apportioned, but he emphatically denies that it is to the best interest of the parties hereto to sell the property at this time and divide the net proceeds as requested in the 4th Parageaph of said Cross Bill of Complaint.

5. That your cross respondent, Paul L. Lanasa, admits that real estate is now selling at prices considerably higher than in previous years, but denies that advantage should be taken of the increased sale prices on the basis that there is a great probability that prices will be lower than at present and denies that it would be to the best interest to sell the said property at the present time; and in further answer to the said 5th Paragraph of said Cross Bill of Complaint avers that there is just as much probability that prices may be higher at the end of the ten years' limitation in said Will as aforementioned than that they will be lower.

6. In answer to the prayer for relief Paragraph A, your cross respondent, Paul J. Lanasa, has no objection that this Honorable Court determine the nature, extent, and interest of the parties hereto in the said Will.

7. In answer to the prayer for relief Paragraph B, your cross respondent, Paul J. Lanasa, denies that it is necessary that a Trustee or Trustees be appointed to sell the assets of the Estate of Rosa Lanasa, deceased.

8. In answer to the prayer for relief Paragraph C, your cross respondent, Paul J. Lanasa, denies that it is necessary that the net proceeds be divided among the children of Rosa Lanasa, deceased, at this time.

Having fully answered, the said Cross Bill of Complaint, your cross respondent, Paul J. Lanasa, prays that the said Cross Bill of Complaint be dismissed with costs to him.

(s) PAUL J. LANASA
Cross Respondent.

(s) Gomborov & Gomborov
Solicitors for Cross Respondent

DECREE IN THE CIRCUIT COURT NO. 2, OF BALTIMORE CITY.

May Term, 1946.

The above cause standing ready for hearing and being submitted on testimony, the Cross Bill of complaint and answers and all the other proceedings were, by the Court, read and considered-

It is thereupon, this 21 day of June in the year nineteen hundred and forty-six by the Circuit Court No. 2, of Baltimore City, ADJUDGED, ORDERED and DECREED, that the leasehold and fee simple property and the market stalls located in the City of Baltimore, State of Maryland and the fee simple properties located in Baltimore County and Anne Arundel County, Maryland property

mentioned in the proceedings be sold, that Foster H. Fanseen and A . David Gomborov, be and they are hereby appointed Trustees to make said sale ,and that the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of the Court an additional bond to the State of Maryland, executed by themselves, and a surety or sureties to be approved by this Court, in the penalty of Twenty-seven Thousand Five Hundred Dollars to make a total bond filed in these proceedings of Thirty Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future Decree or Order in the premises; they shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore, Baltimore or Anne Arundel County as may be appropriate as they shall think proper,of the time, place, manner and terms of sale, which shall be at private and/or public sale as the said Trustees deem it to the best interest of this estate, and if sold at private sale at not less than the appraised value, and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall, by a good and sufficient deed, to be executed, acknowledged, and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs the property and estate to him, her or them sold, free, clear,and discharged from all claims of the parties hereto, Complainant and Defendants, and those claiming by, from or under them or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

(s) Michael J. Manley

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Foster H. Fanseen and A. David Gomborov 218 E. Lexington St. Baltimore Maryland, as principal, and Glens Falls Indemnity Company, a corporation of the State of New York, as surety,are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-seven Thousand Five hundred and 00/100 Dollars current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 21st day of June,in the year of our Lord one thousand nine hundred and forty-six.

WHEREAS, the above bounden Foster H. Fanseen and A. David Gomborov by virtue of a decree of the Honorable the Judge of the Circuit Court No. 2 of Baltimore City, has been appointed trustees to sell Real Estate mentioned in the proceedings in the case of Paul J. Lanasa vs Anna L. Rine, et al. now pending in said Court.

Now the Condition of the above Obligation is such, That if the above bounden Foster H.Fanseen and A. David Gomborov do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void;otherwise to be and remain in full force and virtue in law.

Signed, Sealed and delivered

in the presence of

(s) A. Jerome Diener

(s) C. M. Reisenweber

(s) Foster H.Fanseen (Seal)

(s) A. David Gomborov (Seal)

Glens Falls Indemnity Company

(s) L. E. King, Attorney (SEAL)

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the Glens Falls Indemnity Company (SEAL) a corporation of the State of New York, does hereby constitute and appoint L. E. King of Baltimore, Maryland its attorney to make, execute and deliver on its behalf,as surety, all bonds of any kind character and description that are or may be required to be filed in the Circuit Court No. 2 of Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said Glens Falls Indemnity Company duly affixed by its Vice-President and attested by its Secretary, this 27th day of November,1935.

Attest: GLENS FALLS INDEMNITY COMPANY

(s) W. D. Hicks, Secretary (s) By G. D. Mead, Vice President (SEAL)

I HEREBY CERTIFY, that the above is a correct and true copy of the original power of attorney,November 27th, 1935,

GLENS FALLS INDEMNITY COMPANY

(s) R. C. Carter, Assistant Secretary.

REPORT OF SALES.

The Reports of Sales of Foster H. Fanseen and A. David Gomborov, Trustees, appointed by the decree in the above entitled cause, to make sale of properties, both leasehold and fee simple in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of their trust as prescribed by said decree which was duly approved, the said Trustees did sell the following properties at private sales:

12 E. Cross Street subject to an annual ground rent of FiftySeven Dollars and Sixty-Six cents ($57.66) unto Henry A. Mack at and for the sum of Eight Thousand Five Hundred Dollars ($8,500.00).

16 E. Cross Street in fee simple unto James W. Ford at and for the sum of Three Thousand Five Hundred Dollars, ($3,500.00).

Lot No. 75 and Lot No. 76, Paradise Beach, Anne Arundel County, Maryland in fee simple and the furniture contained therein unto Mary A. Lanasa at and for the sum of Six Thousand Dollars ($6,000.00).

Permanent stall No. 214, eave stall No. 249 and street stall No. 423 located in the Cross Street Market, Baltimore, Maryland, unto Mary A. Lanasa at and for the sum of One Thousand Six Hundred Dollars ($1,600.00).

14 E. Cross Street in fee simple unto Steven A . Lanasa at and for the sum of Four Thousand Five Hundred Dollars ($4,500.00).

Lot No. 35 and Lot No. 36, block 17 of plat 3 of Catonsville Manor in fee simple unto Mary A. Lanasa at and for the sum of Two Hundred Dollars ($200.00).

133 E. Cross Street subject to an annual ground rent of Forty-Five Dollars ($45,00) unto the Estate of Fannie Mayer at and for the sum of Two Thousand Two Hundred Dollars ($2,200.00).

Each of said properties was sold for the highest price obtainable therefor, and in excess of the appraised values thereof as will appear from the Certificates of Appraisal which are attached hereto.

And that said Trustees having given notice of the time, place, manner and terms of sales, by advertisements inserted in the "Daily Record" a daily newspaper published in Baltimore City,more than three weeks before the day of sales said Trustees, Foster H. Fanseen and A . David Gomborov did pursuant to said notice on the 14th day of August, 1946 at 2:00 p.m. and at 2:30 p.m. respectively, attend on the respective premises and then and there sold at public auction the property known as No. 8-10 W.,Pratt Street in fee simple unto David S. Saiontz and Allan Blankman at and for the sum of Eight Thousand Two Hundred Twenty-Five Dollars ($8,225.00), and the property known as No. 22 E. Cross Street in fee simple unto Edward Heyman and Walter Heyman at and for the sum of Four Thousand Five Hundred Dollars ($4,500.00). Each of said purchasers being then and there the highest bidder at said sales.

(s) Foster H. Fanseen

(s) A. David Gomborov, Trustees.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on the 9th day of September, 1946, before me the subscriber,a Notary Public of the State of Maryland and in and for the City of Baltimore, aforesaid, personally appeared Foster H. Fanseen and A. David Gomborov, Trustees, and made oath that the facts stated in the foregoing Report of Sales are true, as therein set forth, and that the sales, thereby, reported were fairly made,

As witness my hand and Notarial Seal.

(SEAL)

(s) BERNICE SAMORODIN

Notary Public

I Hereby appraise the respective properties at the respective values:

ANNE ARUNDEL COUNTY, MARYLAND.

Lots 75 and 76,Parasise Beach, in fee simple, and for furniture contained therein-$5,500.00.

BALTIMORE COUNTY, MARYLAND

Lots No. 35 and 36,Block 17 of Plat 3 of Catonsville Manor,in fee simple--$150.00.

BALTIMORE CITY, MARYLAND

12 E. Cross Street subject to an annual ground rent of $57.66--$5,500.00.

14 E. Cross Street in fee simple--$4,000.00.

16 E. Cross Street in fee simple--$3,000.00.

133 E. Cross Street subject to an annual ground rent of $45.00--$2,000.00.

Permanent Stall No. 214, Eave Stall No. 249, and Street Stall No. 423,Cross Street Market --$1,500.00.

TEST:

(s) Bernice Samorodin

(s) Joseph D. Balachow

Appraiser

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 9th day of September, 1946, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Joseph D. Balachow and acknowledged the aforegoing appraisals to be true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(SEAL)

(s) Bernice Samorodin

Notary Public.

I hereby appraise the respective properties at the respective values:

ANNE ARUNDEL COUNTY, MARYLAND

Lots 76 and 76, Paradise Beach, in fee simple, and the furniture contained therein-$5,750.00.

BALTIMORE COUNTY, MARYLAND

Lots 35 and 36, Block 17 of Plat 3 of Catonsville Manor, in fee simple--$150.00.

BALTIMORE CITY, MARYLAND

12 E. Cross Street,subject to an annual ground rent of $57.66--$6,500.00.

14 E. Cross Street in fee simple--$4,000.00.

16 E. Cross Street in fee simple--$3,250.00.

133 E. Cross Street subject to an annual ground rent of $45.00--$1,800.00.

Permanent Stall No. 214, Eave Stall No. 249, and Street Stall No. 423,Cross Street Market--$1,250.00.

TEST: (s) H. Lee Brill

(s) Bernice Samorodin .Appraiser

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 9th day of September, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared H. LEE BRILL and acknowledged the aforegoing appraisals to be true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(SEAL) (s) Bernice Samorodin, Notary Public

JOSEPH R. HIRSCHMANN
A/ JEROME DIENER) SOL'RS. 55-A 500 - 1946

ORDER NISI AND FINAL ORDER.

PAUL J. LANASA
B
ANNA L. RINE ET AL.) IN THE CIRCUIT COURT NO. 2 of BALTIMORE CITY SEPTEMBER TERM, 1946.

ORDERED, That the private and public sales of the property mentioned in these proceedings. Henry A. Mack, James W. Ford, Mary A. Lanasa, Steven A. Lanasa, Estate of Fannie Mayer; David S. Saiontz and Allan Blankman; Edward Heyman and Walter Heyman and reported by Foster H. Fanseen and A. David Gomborov Trustees,be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of October, 1946; provided a copy of this order be inserted in some newspaper, printed in Baltimore City, once in each of three successive weeks before the 3rd day of October, 1946.

The report states the amount of private and public sales to be $39,225.00

(s) Michael J. Manley _

IN THE CIRCUIT COURT No. 2 of BALTIMORE CITY Sept. TERM, 1946

ORDERED by the Circuit Court No. 2 of Baltimore City, this 11 day of October, 1946,That the private and public sale_ made and reported by the Trustee_aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor,

(s) Michael J. Manley

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I, JOHN S. CLARKE, Clerk of the Circuit Court No. 2. of Baltimore City, do hereby certify that the above is a true copy of the original Docket Entries; Decree signed May 8, 1946; Bond filed May 8, 1946; Cross Bill of Complaint filed May 14, 1946; Answer to Cross Bill of Complaint filed May 17, 1946; Decree signed June 21, 1946; Bond filed June 21, 1946; Report of Sales filed September 9, 1946; Order Nisi signed September 9, 1946 and Final Order ratifying sales signed October 11, 1946 now on file in this office in the cause therein entitled Paul J. Lanasa vs Anna L. Rine, et al and Cross Bill.

In Testimony Whereof I hereto set my hand and affix the seal of the said CIRCUIT COURT NO. 2, this 16 day of October,A.D. 1946.

(SEAL OF CIRCUIT COURT No.2) John S. Clarke, Clerk.

Filed October 29", 1946.

IN THE MATTER OF THE SALE	:	
OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR ANNE ARUNDEL COUNTY
FLORENCE G. NOVAK, WIDOW,	:	NO. 9327 IN EQUITY.
FRANK NOVAK,JR., AND	:	
MILDRED A. NOVAK, HIS WIFE.	:	

ORDER TO DOCKET SUIT.

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith for foreclosure.

H. Melvin Bull,

Attorney named in the Mortgage.

Filed Oct. 23, 1947.

MORTGAGE

(MD. STATE STAMPS $17,00)

THIS MORTGAGE, Made this 2nd day of April, in the year one thousand, nine hundred and forty-seven , between Florence G. Novak, widow, Frank Novak,Jr., and Mildred A. Novak, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of Seventeen thousand ($17,000.00) Dollars, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner following:

By the payment of Two hundred twenty ($220.00) Dollars,on or before the first dat of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description,

ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises; and (3) towards the payment of the aforesaid principal sum, or in any other way Mortgagee may elect.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises,and of the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee,its successors and assigns, all those three (3) lots of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lots Nos. Eight (8), Nine (9), and Ten (10) as shown and designated as the Plat of Arcadia on the Chesapeake, which Plat is filed among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 13, now Cabinet 1, Rod E, No 13.

BEING the same lots and parcels of ground which by deed dated April 1st, 1937, and recorded among the Land Records, of Anne Arundel County in Liber F.A.M. No. 162,folio 205 &c.,were granted and conveyed by Powell Vickers, unmarried, to Florence G. Novak. The said Frank Novak,Jr., and Mildred A. Novak, his wife, join herein for the purpose of waiving their interest in a certain Contract of Sale from Florence G. Novak, dated January 29th, 1946.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, has and plumbing apparatus and fixtures, and all rents,issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lots of ground and premises unto the said Mortgagee, its successors and assigns.

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indentedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage: (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid,together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgege and be included in any decree foreclosing this mortgage, or any sale of the premises for the foreclosure of the same: (4) to permit, commit or suffer no waste, impairment or

deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may without notice institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided: (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided: (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days: (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said Mortgagee to pay six per cent (6%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity. It is agreed and understood by the Mortgagors herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the United Federal Savings and Loan Association of Glen Burnie.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for H.Melvin Bull, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in A nne A rundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $25.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives, or assigns, or to whomso-

ever may be entitled to the same.

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

The said Mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

Florence G. Novak (SEAL)
Frank Novak, Jr., (SEAL)
Mildred A. Novak (SEAL)

WITNESS:
Dorothy V. Peterman

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 2nd day of April, 1947, before me, the subscriber, a Notary Public of the State of Maryland in and for the City aforesaid, personally appeared Florence G. Novak, Frank Novak, Jr., and Mildred A. Novak, his wife, Mortgagors, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared Robert C. Ward,President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Dorothy V. Peterman,
Notary Public

(Notarial Seal)

Recorded April 3, 1947,in Liber J.H.H. No.403, Folio 94,etc.
Filed October 23, 1947.

B O N D .

NEW AMSTERDAM CASUALTY COMPANY

KNOW ALL MEN BY THESE PRESENTS:

That we, H. Melvin Bull, of 2 E. Lexington Street, Baltimore, Maryland,as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty-five Thousand and 00/100 ($25,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 17th day of October, in the year nineteen hundred and forty-seven.

and forty-seven.

WHEREAS, the above bounden H. Melvin Bull by virtue of the power contained in a Mortgage from Florence G. Novak, Frank Novak, Jr., and Mildred A . Novak, his wife, to the United Federal Savings and Loan Association of Glenburnie, bearing date the 2nd day of April, nineteen hundred and forty-seven, and recorded among the Land Records of Anne Arundel County, in Liber F.A.M. No. 162, Folio 205 is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THE OBLIGATION ARE SUCH, That if the above bounden H. Melvin Bull do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

H. Melvin Bull (Seal)

NEW AMSTERDAM CASUALTY COMPANY

Wm. A. Nayden

By G. Lee Burgess

Attest:

(CORPORATE SEAL)

Vice President.

Jos. T. Kezlosky

Assistant Secretary.

Approved this 23" day of Oct. 1947.

John H. Hopkins, 3rd, CLERK.

Filed Oct. 23 1947.

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 28th day of October, 1947, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared, H. Melvin Bull, who made oath in due form of law that he is acquainted with Florence G. Novak, Frank Novak, Jr., and Mildred A, Novak, his wife, and that to the best of his knowledge and belief none of them, are now or ever have been in the Military Service of the United States of America or any of its allies, as contemplated by the Solder's and Sailor's Civil Relief Act of 1940 as amended in 1942

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Dorothy V. Burch,

My Commission expires May 2, 1949 Notary Public.

Filed Oct. 29, 1947.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of H. Melvin Bull, Attorney named in the Mortgage filed in these proceedings respectfully shows:

That after giving Bond for the faithful discharge of his trust, said Bond having been duly approved by the Clerk of this Court and after having given notice of the time, place, manner and terms of said sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said Attorney did, pursuant to said notice on October 28th, 1947, st 2:00 P.M.,O'clock, attend

on the premises, and then and there sold the property described in said mortgage unto the United Federal Savings and Loan Association of Glen Burnie, at and for the sum of Eighteen thousand,five hundred dollars ($18,500.00), the best price obtainable.

Respectfully submitted,

H. Melvin Bull,

Attorney named in the Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 30th day of October,1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared H. Melvin Bull, Attorney named in the Mortgage, and mzde oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Dorothy B. Burch, Notary Public.

Filed October 31, 1947

ORDER NISI

ORDERED, this 31st day of October, 1947, That the sale of the property mentioned in these proceedings made and reported by H. Melvin Bull, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of December next.

The report states that the amount of sales to be $18,500.00.

John H. Hopkins, 3rd, Clerk.

Filed October 31, 1947.

CERTIFICATE OF PUBLICATION.

Annapolis, Md. December 8, 1947.

We hereby certify, that the annexed Order Nisi Florence G. Novak 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 2nd day of December, 1947. The first insertion being made the 6th day of November, 1947.

THE CAPITAL-GAZETTE PRESS, INC.

By Shirley McDonald

Filed December 22, 1947.

FINAL ORDER

ORDERED BY THE COURT, This 22 day of December, 1947, that the sale made and reported by the Attorney aforesaid, be and the same _hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

William J. McWilliams __

Filed December 22, 1947

MORTGAGEE'S CLAIM .

Original amount of mortgage dated April 2nd, 1947, ..	$ 17,000.00
Interest through October, 1947 ..	770.55
Total	$ 17,770.55

Filed November 1, 1947

MORTGAGEE'S SALE OF IMPROVED WATERFRONT REAL ESTATE ON CHESAPEAKE BAY.

In the Third Election District of Anne Arundel County, in the State of Maryland.

By virtue of the power of sale contained in a mortgage from Florence G.Novak, widow, Frank Novak, Jr., and Mildred A. Novak, his wife, to United Federal Savings and Loan Association of Glen Burnie, a body corporate, dated April 2nd, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 403, folio 94 &c.,(default having occurred under said mortgage) the undersigned attorney named in said mortgage will offer at public sale on the premises at Arcadia on the Chesapeake, Anne Arundel County, Maryland, onTUESDAY, OCTOBER 28th, 1947, at 2:00 P.M. o'clock All those three (3) lots of ground known and designated as Lots Nos. 8, 9, and 10, as shown and designated on the Plat of Arcadia on the Chesapeake, which Plat is filed among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 13, now Cabinet 1, Rod E. No. 13.

The above lots are beautifully situated along the shore of the Chesapeake Bay near Gibson Island and are improved by a large commodious dwelling, garage and summer house. The shore front is protected by a very substantial sea wall. An unusual opportunity to purchase a beautiful water front home.

TERMS OF SALE: A deposit of $1,500.00 will be required of the purchaser on the day of sale, and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon ratification of the sale. Taxes to be adjusted as of the day of sale.

H. MELVIN BULL, Attorney at Law,
2 E.Lexington Street,Baltimore,2,Maryland.
Attorney named in the Mortgage.

CERTIFICATE OF PUBLICATION.

Annapolis, Md. June 21, 1948.

We hereby certify, that the annexed NOTICE OF PUBLICATION NOTICE OF PUBLIC SALE Florence G. Novak was published in MARYLAND GAZETTE, a newspaper published in the City of Annapolis,Anne Arundel County, Maryland, once a week for 3 successive weeks before the 28th day of October, 1947. The first insertion being made the 2nd day of October, 1947.

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

Filed June 22, 1948.

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF FLORENCE G. NOVAK, WIDOW, FRANK NOVAK, JR., & Wife.

ORDERED. this 21st day of October,1947, That the sale of property mentioned in these proceedings made and reported by H. Melvin Bull, attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of December next.

The Report states that the amount of sales to be $18,500.00.

John H. Hopkins, 3rd, Clerk.

CERTIFICATE OF PUBLICATION.

Annapolis,Md.December 8, 1947.

We hereby certify that the annexed Order Nisi FLORENCE G. NOVAK 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 2nd day of December, 1942. The first insertion being made the 6th day of November, 1947.

THE CAPITAL-GAZETTE PRESS, INC.,
By Shirley McDonald

Filed December 22, 1947

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 26, 1947

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Florence G.Novak,Widow, et al.in ac.		
To Attorney for Fee, viz:		25.00
To Attorney for Commissions, viz:	585.00	610.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	18.75	
Auditor	13.50	42.25
To Attorney for Expenses, viz:		
Capital-Gazette Press- advertising sale	19.50	
Capital-Gazette Press- Order Nisi (Sale)	5.00	
Capital-Gazette Press -Order Nisi (Acct.)	5.00	
The A.S.Abell Co.-advertising sale	13.50	
Lawrence Fallon Co.-advertising sale	1.28	
New Amsterdam Casualty Co.-bond premium	100.00	
George W. Scible-auctioneer's fee	47.50	
One-half Federal revenue stamps	10.18	
One-half State revenue stamps	10.17	
Dorothy V. Burch - notary fees	1.00	213.13
To United Federal Savings & Loan Ass'n of Glen Burnie,		
mortgagee- this balance on account of mortgage claim		17,663.83
		18,529.21
Amount of mortgage claim filed	17,700.55	
Cr. Amount allowed as above	17,663.83	
Balance subject to decree in personam	36.72	
with H. Melvin Bull, Attorney named in Mortgage		Cr.
1947		
Oct. 28 Proceeds of Sale	18,500.00	18,500.00
Refund 1947 State and County taxes -		
($166.60-adjusted) 64 days	29.21	29.21
		18,529.21

Filed January 2, 1948.

ORDER NISI

ORDERED, This 2nd day of January, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 3rd day of Febry. next;PROVIDED a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of Feb'y next.

John H. Hopkins, 3rd, Clerk.

Filed Jan'y 2, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. June 21, 1948.

We hereby certify, that the annexed ORDER NISI Auditor's Account Florence G. Novak was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd day of February, 1948. The first insertion being made the 8th day of January, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown.

Filed June 22, 1948.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 22nd day of June, 1948, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Marvin I. Anderson, Judge.

Filed June 22, 1948.

IN THE MATTER OF THE	:	No. 6758 EQUITY
MORTGAGED REAL ESTATE	:	IN THE CIRCUIT COURT
OF	:	FOR
JAMES H. WELKER and	:	ANNE ARUNDEL COUNTY.
DON E. WELKER, his wife.	:	

For previous Proceedings see Liber W. M. B. No. 24, folio 493 to 501 , inclusive, Equity Records.

John H. Hopkins, 3rd, Clerk.

MORTGAGEE'S SALE OF REAL ESTATE.

Under and by virtue of a power of sale contained om a mortgage to the Glen Burnie Savings & Loan Association, dated May 4, 1927, from James H. Welker and wife, and recorded among the Land Records of Anne Arundel County in Liber F.S .R. no.17, folio 165, the said mortgage now in default, the undersigned, Robert E. Kindred, Attorney named in mortgage thereof, for the purpose of fore-closure, will sell at Public Auction, on the premises, at Lake Shore on the "Mountain Road" leading to "Gibson Island," known as "BODKIN PLAINS" on SATURDAY, JULY 14, 1934 at 2:30 o'clock P.M. the following mentioned and described real estate and improvements:

Being all those lots of ground situate, lying and being in the Third Election District

of Anne Arundel County, designated as Lots Nos. 142, 143, 144, 145, 146, 147, and 148 as laid out on Plat of Bodkin Plains, recorded in Plat Book G.W . No. 1, Section 3, folio 231, etc.

This property is improved by a six room bungalow and out buildings, well located on the State Highway leading to "Gibson Island", tillable land and fruit orchard.

TERMS OF SALE: Cash upon final ratification of sale. A deposit of $200.00 will be required on the day of sale. Deferred payment to bear interest from date of sale, and to be secured to the satisfaction of the undersigned. Taxes and all other public charges to be adjusted to the day of sale.

ROBERT E. KINDRED,
Attorney named in Mortgage.

Tel: Glen Burnie 91 Glen Burnie, Md. jk-12

I hereby certify that the attached is a true copy of the advertisement that appeared in the Maryland Gazette on June 21, 28 and July 5 and 12th. Sworn to this 28th day of June, 1948.

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

CERTIFICATE OF PUBLICATION.

Annapolis, Md., June 28, 1948.

We hereby certify that the annexed Mortgagee's Sale JAMES H. WELKER was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of July, 1934. The first insertion being made the 21st day of June, 1934.

No. MG._

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

Filed July 1, 1948.

HYMAN P. TATELBAUM, Assignee Plaintiff	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs	:	IN EQUITY
BROOKWOOD BUILDING CORPORATION, (a Maryland corporation) Defendant.	:	No. 9164

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket suit in the above entitled case and file therein the following exhibits:

1. Certified copy of mortgage from Brookwood Building Corporation to The Welsh Construction Company dated October 26, 1945, filed herewith and marked "Plaintiff's Exhibit No. 1".

2. Assignment of Mortgage from The Welsh Construction Company to Eljo Homes, Inc. dated November 12, 1946,filed herewith and marked "Plaintiff's Exhibit No. 2".

3. Certified copy of Assignment of Mortgage from Eljo Homes, Inc., to Hyman P.Tatelbaum (Plaintiff herein) dated November 26th, 1946, filed herewith and marked "Plaintiff's Exhibit No. 3".

Hyman P. Tatelbaum
Emanuel Klawans
Solicitor for Plaintiff

Filed December 4, 1946

J.H.H. #63 Equity

PLAINTIFF'S EXHIBIT #1.

THIS MORTGAGE, Made this 26th day of October, in the year one thousand nine hundred and forty-five, by and between BROOKWOOD BUILDING CORPORATION, a body corporate, duly incorporated under the Laws of the State of Maryland, Mortgagor, of Baltimore City, in the State of Maryland, of the first part, and THE WELSH CONSTRUCTION COMPANY, a body corporate, duly incorporated under the laws of the State of Maryland, Mortgagee, of the second part.

WHEREAS the said Mortgagor is justly indebted unto the said Mortgagee in the amount of Fifteen Thousand Four Hundred and Forty Dollard ($15,440.00) being the purchase money for the hereinafter described property situate in Baltimore City, which sum the said Mortgagor covenants and agrees to pay to the said Mortgagee one year after the date hereof, together with interest thereon at the rate of six per cent (6%) per annum, payable semi-monthly, both principal and interest being payable in lawful money of the United States of America, and to better secure the prompt payment of said principal debt and interest when due and payable, as aforesaid this mortgage is executed.

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar the said Mortgagor does grant convey and assign unto the said body corporate,Mortgagee, its successors and assigns, all those lots or parcels of ground some of which are situate in Baltimore City, State of Maryland, and some of which are in Anne Arundel County, State of Maryland, and described as follows, to wit:

1.- All those lots situate in Baltimore City aforesaid, known and designated as Lots 149, 150, 151, 98, 99, 23, 22, 21, all in Section B. Lots 197, 198, 199, 200 all in Section A and Lot E in Section A. and Lot F. in Section A, all as shown on the Plat of Montebella Park,which plat is recorded among the Land Records of Baltimore County, in Plat Book W.P.C. No. 4, folio 16. Saving and Excepting however, so much of said Lot F. Section A. as has been conveyed away by The Welsh Construction Company or its predecessor in title prior to the conveyance to said Mortgagor hereinafter referred to.

BEING all and the same lots of ground which by deed dated of even date herewith and recorded or intented to be recorded among the Land Records of Baltimore City prior hereto were granted and conveyed by The Welsh Construction Company to said Mortgagor.

2.-All those 67 lots of ground situate in Anne Arundel County, State of Maryland, known and designated as Lots Nos. 1, to 38 inclusive and Nos. 62 to 90 inclusive, all as shown on the Plat of Brookwood recorded among the Land Records of Anne Arundel County, in Cabinet No. 3, Rod E-4, Plat No. 10. The improvements on said lots being respectively known as Nos. 200 to 274 inclusive Brookwood Road and Nos. 257 down to 201 inclusive Brookwood Road.

BEING the same 67 Lots of ground which by Lease dated June 15, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 282 folio 19, were leased and demised by The Thomas Company to said Mortgagor.

3.- All those 76 lots of ground situate in Anne Arundel County, State of Maryland, known and designated as lots Nos. 39 to 54 inclusive, 55 to 61 inclusive, 116 to 129 inclusive, 130 to 143 inclusive, 91 to 101 inclusive, and 102 to 115 inclusive, all as shown on the Plat of Brookwood recorded among the Land Records of Anne Arundel County in Cabinet No. 3, Rod E-4, Plat No. 10. The improvements on said lots being respectively known as Nos. 300 to 330 inclusive Brookwood Road, 313 down to 301 inclusive Brookwood Road, 200 to 226 inclusive Southerly Road, 201 to 227 inclusive, Southerly Road, 2 to 22 inclusive Ballman Court Road and 27 down to 1 inclusive Ballman Court Road.

BEING the same 76 lots of ground which by Leade dated July 24, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 282 folio 329, were demised and lesed by The Thomas Company to said Mortgagor.

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

TO HAVE AND TO HOLD the aforesaid lots of ground and premises situate in Baltimore City unto the said Mortgagee, its successors and assigns, in fee simple.

TO HAVE AND TO HOLD the said lots or parcels of ground situate in Anne Arundel County with the improvements and appurtenances aforesaid, unto the said body corporate, mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereof from time to time, forever, subject to the payment of the annual ground rent of Seventy-eight Dollars on each lot.

PROVIDED that if the said Mortgagor, its successors or assigns, shall well and truly pay or cause to be paid the aforesaid principal sum of Fifteen Thousand Four Hundred and Forty Dollars,and all the installments of interest thereon when and as each of them shall respectively be due and payable as aforesaid and all the other payments by this Mortgage or by any prior mortgage required and agreed to be paid, and shall perform each and all of the covenants herein on its part to be performed, then this mortgage shall be void.

BUT in case of any default being made in any of the payments required to be made under this mortgage, either principal or interest in whole or in part, at the time or times limited and mentioned for the payment thereof as herein and therein contained, or in case of any default being made in any covenant or condition of this mortgage or of any prior mortgage, then the whole mortgage debt hereby intended to be secured shall be deemed due and payable forthwith.

IN the event of any default by the mortgagor, its successors or assigns, in making any of the payments required to be made by this mortgage or by any prior mortgage, the mortgagee, its successors and assigns, shall be entitled, without notice to the mortgagor, to the immediate appointment of a Receiver for the property hereby mortgaged without regard to the adequacy or inadequacy the property as security for the mortgage debt; and in the event of any such default, wether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the said mortgagee, its successors and assigns, as additional security.

AND the said mortgagor does hereby declare its assent to the passing of a decree by the Circuit of Baltimore City or the Circuit Court No. 2 of Baltimore City, for a sale of the..property hereby mortgaged, situate in Baltimore City, in accordance with Section 720 to 732 inclusive, of Chapter 123 of the Laws of Maryland, passed at the January Session, 1898, or any amendments, supplements or additions thereto. And in case of any default being made in any of the covenants, conditions,terms or payments of this mortgage, or of any prior mortgage, sale of said mortgaged property may be made by the trustee or trustees named in such decree as may be passed, as aforesaid, for the sale of said property.

AND upon any default in any of the covenants, conditions,payments or terms of this mortgage, or of any prior mortgage, it shall be lawful for the said mortgagee, its successors and assigns,or Frederick H. Henninghausen, its or their Attorney at any time after such default in any of the covenants or conditions of this mortgage, or of any prior mortgage to sell the property hereby mortgaged to satisfy and pay said debt, interest and all costs incurred in making such sale, under the provisions of Article LXVl, Sections 6 to 10,inclusive, of the Maryland Code, Public general Laws

or any other general or local laws of the State of Maryland, relating to mortgages and to grant, assign and convey the said property to the purchaser or purchasers thereof, his, her, their ,or its heirs personal representatives, successors or assigns, and the 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 or published in Anne Arundel County, as to the lots in said County and/or in some newspaper printed or published in Baltimore City, as to the lots in said City, and such other notice as by the said mortgagee, its successors or assigns, may be deemed expedient, and the said mortgagor for itself, its successors and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, and under said provisions of Article LXV', Sections 6 to 10 inclusive, of the Maryland Code, Public General Laws,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 of the presentage allowed as commission to trustees making sale under orders or decrees for a court of equity in Maryland which said expenses costs and commissions the said mortgagor for itself, its successors and assigns, does hereby covenant to pay; and the said mortgagee ,or its successors or assigns or Frederick H. Henninghausen, its or their said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses, and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest,costs expenses and commissions.

AND it is agreed that upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first to the payment of all expenses incident to said sale, including a counsel fee of Five Hundred Dollars for conducting the proceedings if without contest, but if legal services be rendered to the mortgagee, its successors or assigns, or to the trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making sale of property under decree of a court of equity in Maryland; second, to the payment of all claims of the mortgagee, its successors or assigns, hereunder, whether the same shall have then marured or not; and, third, the balance, if any, to the said mortgagpr , its successors or assigns, or to whomever mey be entitled to the same.

AND it is agreed that until default be made in any covenent or condition of this mortgage or any prior mortgages (But not thereafter) said mortgagor shall have possession of the property,upon payingin the meantime, all payments required by all prior mortgages and all taxes and assessments, ground rents, public dues and charges, levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, hereby secured, which mortgage debt and interest, taxes, assessments, ground rents, public dues and charges, and payments required by all prior mortgages the said Mortgagor, for itself its successors assigns, covenants to pay when legally due, and upon payment thereof to exhibit to the mortgagee. its successors or assigns, the receipted bills therefor, at the place of business of the mortgagee, its successors or assigns, or its or

their agent.

It is further provided and agreed between the parties hereto that the whole amount of said mortgage debt shall become due and payable immediately upon a conveyance of any kind, whether absolute or defeasable, of the property herein described, but the said mortgagor, or any holder of the equity of redemption, or in the event of aleination in any other manner,either voluntary or by operation of law,

AND the said party of the first part, for itself, its successors and assigns,further covenants to insure, and pending the existance of this mortgage to keep insured against loss by fire, the improvements on the hereby mortgaged property, in some company satisfactory to the said Mortgagee, its successors or assigns, and in an amount designated by the said mortgagee, its successors or assigns, and to cause all the policies to be effected thereon to be so framed or endorsed as in case of fire,(or other risk insured against) to inure to the benefit of the said mortgagee, its successors or assigns to the extent of its or their lien or claim hereunder, and to deliver all policies covering said mortgaged premises to the said mortgagee, its successors or assigns, to be kept by it or them during the existance of this mortgage.

And in the event of any loss by fire (or other risk insured against), the insurance company or companies are hereby directed and authorized by the said Mortgagor, its successors and assigns, to make payment for such loss to the said mortgagee, its successors or assigns, only, and not to the owner and mortgagee jointly such payment at the option of the mortgagee, its successors or assigns, may be applied toward the extinguishment of the principal, interest, and expenses secured by this mortgage, whether then due or not.

WITNESS the corporate seal of the said mortgagor, and the signature of S. Raymond Dunn, its President.

Test: (Corporate Seal) Brookwood Building Corporation

Leah G. Miller. By S. Raymond Dunn, President.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 26th day of October, in the year one thousand nine hundred and forty five, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared S. Raymond Dunn, the President of Brookwood Building Corporation, the mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be its corporate act. At the same time also appeared Morris Macht, Vice President of the said body corporate, Mortgagee, and made oath in due for_ of law, that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and he further made oath in due form of law that he is the Vice-President of said body corporate Mortgagee_ and by it duly authorized to make this affidavit.

AS WITNESS, my hand and Notarial Seal.

(Notarial Seal) M. William Adelson,

O.P. Notary Public

Recorded October 29, 1945, at 9:25 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I Hereby Certify that the aforegoing Mortgage was truly taken and copied from Liber J.H.H. No. 339, folio 251, one of the land Record Books for Anne Arundel County.

In Testimony Whereof,I Hereto set my hand and affix the seal of the Circuit Court for Anne

Arundel County, this 25th day of November, A. D. 1946.

(Court Seal) John H. Hopkins, 3rd, Clerk.

Filed December 4, 1946

PLAINTIFF'S EXHIBIT #2.

THIS ASSIGNMENT OF MORTGAGE, Made this 12th day of November, in the year one thousand nine hundred and forty-six, by THE WELSH CONSTRUCTION COMPANY, a body corporate, duly incorporated under the Laws of the State of Maryland, Assignor.

WITNESSETH, that for value received, the said The Welsh Construction Company does hereby assign, without recourse to it, unto Eljo Homes, Inc., a Maryland corporation, all that mortgage made by Brookwood Building Corporation to The Welsh Construction Company dated October 26, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 339 folio 251,etc., and among the Land Records of Baltimore City in Liber M.L.P. No. 6834 folio 91.

WITNESS the corporate seal of the said The Welsh Construction Company and the signature of Morris Macht, its Vice-President.

(Corporate Seal) THE WELSH CONSTRUCTION COMPANY

Test: By Morris Macht, Vice-President

William B. Davidson

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 12th day of November, in the year one thousand nine hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Morris Macht, Vice-President of The Welsh Construction Company, the above-named Assignor, and he acknowledged the aforegoing Assignment of Mortgage to be its corporate act.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Lillian H. Biedermann, Notary Public

Recorded in Liber J.H.H. No. 374 folio 112, November 22,1946.

Filed 4 December, 1946.

PLIANTIFF'S EXHIBIT No. 3.

THIS ASSIGNMENT OF MORTGAGE, Made this 26th day of November, in the year one thousand nine hundred and forty-six, by ELJO HOMES, INC., a body corporate, duly incorporated under the Laws of the State of Maryland, Assignor.

WITNESSETH, that the said Eljo Homes, Inc., does hereby assign unto Hyman P. Tatelbaum,Attorney, for purposes of foreclosure, all that mortgage made by Brookwood Building Corporation to The Welsh Construction Company dated October 26, 1945 and recorded among the Land Record of Anne Arundel County in Liber J.H.H. No. 339 folio 251, etc., said mortgage having since been assigned by The Welsh Construction Company to the said Eljo Homes, Inc., the Assignor herein.

WITNESS the corporate seal of the said Eljo Homes, Inc., and the signature of Leonard Bernstein its Vice President.

(Corporate Seal) ELJO HOMES INC.

Test: Elizabeth A. Hiebler By Leonard Bernstein, Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I Hereby Certify, that on this 26th day of November, in the year one thousand nine hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Leonard Bernstein Vice President of Eljo Homes,Inc., the above-named Assignor, and he acknowledged the aforegoing Assignment of Mortgage to be its

corporate act.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Elizabeth A. Hiebler,Notary Public.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I Hereby Certify, that the aforegoing is a true copy of ASSIGNMENT OF MORTGAGE, left for record December 4th, 1946, and will be recorded in Liber J.H.H. No.___ Folio ___ one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 4th day of December, A. D. 1946.

(Court Seal) John H. Hopkins, 3rd, Clerk.

Filed December 4, 1946.

STATEMENT OF MORTGAGE CLAIM AND DEBT.

Principal,- -		$15,440.00
Interest to 1/3/47 -	$1,098.82-	
Less proceeds of foreclosure sale on lots in Baltimore City	380.75	718.07
		$16,158.07
Amount paid to holder of first mortgage 1/2/47 -		6,958.55
		$23,116.62

Hyman P. Tatelbaum, Assignee, Plaintiff.

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

I hereby certify that on this 2nd day of January, in the year one thousand nine hundred and fortyseven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Hyman P. Tatelbaum, Assignee, and made oath that the aforegoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in said cause now remaining due and unpaid.

As witness my hand and Notarial Seal.

(Notarial Seal) Elizabeth A. Hiebler. Notary Public

Filed January 3, 1947.

B O N D .

EAGLE INDEMNITY COMPANY.

KNOW ALL MEN BY THESE PRESENTS, That We, Hyman P. Tatalbaum as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N.Y., a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of TWENTY-FOUR THOUSAND ($24,000.00) Dollars, current money,to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 3rd day of January Nineteen Hundred and 47.

WHEREAS, by virtue of a power of sale contained in a mortgage from Brookwood Building Corporation to Welsh Construction Company bearing date on or about the 26th day of October nineteen Hundred and forty-five the said Hyman P. Tatelbaum is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage, or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Hyman P.Tatelbaum is about to execute said power and made sale of the property described as aforesaid in said mortgage.

NOW the Condition Of The Above OBLIGATION IS SUCH, That if the above bounden Hyman P. Tatelbaum do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness

Elizabeth A. Hiebler

(CORPORATE SEAL)

Hyman P. Tatelbaum (SEAL)

EAGLE INDEMNITY COMPANY

By Benjamin Michaelson

Attorney-in-Fact.

A pproved this 3" day of January, 1947.

John H. Hopkins, 3rd, Clerk.

Filed January 3rd, 1947.

REPORT OF SALE.

To the Honorable, the Judge of said Court:-

The Report of Sale of Hyman P. Tatelbaum, Assignee, respectfully shows:

That by virtue of the power contained in the mortgage filed in the above cause, the undersigned, Hyman P. Tatelbaum, assignee, of said mortgage, default having occurred thereunder, after having filed bond with security in the above cause which was duly approved and after having given twenty days' notice of the time, place, manner and terms of sale by advertisement in The Southern Maryland Times, a newspaper printed and published in Anne Arundel County, a copy of which advertisement is hereto annexed, did on Friday, January 3, 1947 at 2:00 P.M. attend at No. 4 Ballman Court Road, Brooklyn, Anne Arundel County and then and there at public auction sold unto Eljo Homes, Inc. (a Maryland corporation) all the one hundred and forty-three (143) leasehold lots of ground described in said mortgage situate in Anne Arundel County, at and for the price of Twenty-One Thousand Dollars ($21,000.00) subject to prior mortgages the principal amount due or owing on which was Seven Hundred Fourteen Thousand Thirty-Nine Dollars and Eighty-Eight Cents ($714,039.88) at time of sale plus interest thereon from January 1, 1947 and subject to credits in the various mortgage expense accounts totalling Ten Thousand Six Hundred Sixty-six Dollars and Ninety-One Cents ($10,666.91); house rents, taxes, Anne Arundel County Sanitary commission charges (on a yearly basis the same as taxes), ground rent, water rent and all other public charges and assessments to be adjusted as of date of sale and unpaid balance of purchase money to bear interest from date of sale at the rate of six percent (6%) per annum, said Eljo Homes, Inc. being then and there the highest bidder therefor, said property so sold being all those one hundred and forty-three (143) lots of ground and premises in Brooklyn, Anne Arundel County, known and designated as Lots Nos. 1 to 143 inclusive as shown on the Plat of Brookwood recorded among the Land Records of Anne Arundel County in Cabinet No. 3, Rod E-4, PlatNo. 10. The improvements on said lots being known as Nos. 4900 to 4952 inc. (formerly 200 to 252 inc.) Brookwood Rd; 4901 to 4937 inc. (formerly 201 to 237 inc.) Brookwood Rd; 5000 to 5020 inc., (formerly 254 to 274 inc.) Broowood Rd; 5001 to 5019 inc.(formerly 239 to 257 inc.) Brookwood Rd. 5100 to 5130 ------ inc. (formerly 300 to 330 inc.) Brookwood Rd; 5101 to 5113 inc.(formerly 301 to 313 inc.) Brookwood Rd; 200 to 236 inc. and 201 to 227 inc. Southerly Rd; and 1 to 27 inc. and 2 to 22 inc. Ballman Court Road. Each lot being subject to an annual ground rent of Seventy-Eight Dollars ($78.00) and to restrictions in deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 279 folio 310. Property sold subject to existing ___ tenancies and to easements or rights of way for public utilities.

Respectfully submitted. Hyman P.Tatelbaum,Assignee of Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 9th day of January, in the year one thousand nine hundred and forty-seven, before me, the subscriber, a Notary Public of the State of Maryland,in and for the City of Baltimore aforesaid, personally appeared Hyman P. Tatelbaum, assignee of mortgage mentioned in the aforegoing Report of Sale, and made oath that the matters and facts in the aforegoing Report of Sale are true and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Elizabrth A. Hiebler, Notary Public.

Filed January 10, 1947.

Emanuel Klawans, Solicitor,Annapolis, Maryland.

MORTGAGE SALE OF LEASEHOLD PROPERTY

BY virtue of power contained in mortgage from Brookwood Building Corporation to The Welsh Construction Co.,dated October 26, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No.339 folio 251 (assigned by mesne assignments to Hyman P. Tatelbaum),default having occurred thereunder, the undersigned assignee will sell at public auction at No. 4 Ballman Court Rd., Brooklyn, Anne Arundel County, on Friday, January 3, 1947, at 2 P.M., all those lots of ground and premises in Brooklyn,Anne Arundel County, as follows: Lots Nos.1 to 143 inclusive asshown on Plat of Brookwood recorded among the Land Records of Anne Arundel County in Cabinet No. 3, Rod E-4,Plat No. 10. The improvements on said lots being known as Nos. 4900 to 4952 inc. (formerly 200 to 252 inc.) Brookwood Rd.; 4901 to 4937 inc. (formerly 201 to 237 inc.;)Brookwood Rd.; 5000 to 5020 inc.(formerly 254 to 274 inc.) Brookwood Rd.; 5001 to 5019 inc. (formerly 239 to 257 inc.;)Brookwood Rd; 5100 to 5130 inc. (formerly 300 to 330 inc.) Brookwood Rd.; 5103 to 5113 inc, (formerly 301 to 313 inc.;) Brookwood Rd.; 200 to 226 inc. and 201 to 227 inc. Southerly Rd.; and 1 to 27 inc., and 2 to 22 inc. Ballman Court Road. Each lot improved by a 2-story brick dwelling. Each lot subject to annual ground rent of $78.00 and to restrictions in deed recorded among the Land Records of said County in Liber J.H.H. No. 279 folio 310. Property will be sold subject to aforegoing and to prior mortgages (the amount due on which will be announced at time of sale) and to existing tenancies and to easements or rights of way for public utilities ; Terms of sale: Cash upon ratification of sale by Court; house rents, taxes, Anne Arundel Co. Sanitary Commission charges (on a yearly basis the same as taxes), ground rent, water rent and all other public charges and assessments to be adjusted to day of sale. Cash deposit of $8,500.00 required of purchaser at sale, balance of purchase money to bear interest at rate of 6% per annum from day of sale.

Hyman P. Tatelbaum, Assignee

A. J. Billig & Co., Auctioneers 12/27

Filed January 10, 1947.

ORDER NISI

ORDERED, this 10th day of January, 1947, That the sale of the property mentioned in these proceedings made and reported by Hyman P. Tatelbaum, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13" day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13" day of February next.

The reports states that the amount of sales to be $21,000.00

John H. Hopkins, 3rd, Clerk.

Filed January 11, 1947.

OFFICE OF THE SOUTHERN MARYLAND TIMES, ANNAPOLIS, MARYLAND.

THIS IS TO CERTIFY, That the annexed advertisement of ORDER NISI was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 13th day of February, 1947, That is to say, the same was inserted in the issues of Jan. 17, 24, 31, 1947.

THE SOUTHERN MARYLAND TIMES

John Fulton Lewis, Editor.

Filed February 13, 1947.

FINAL ORDER.

ORDERED BY THE COURT, This 14 day of February, 1947, that the sale made and reported by the Assignee aforesaid, be and the same _ hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

William J. McWilliams, A.J.

Filed February 14, 1947

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 March 12, 1947.

All of which is respectfully submitted.

Laura R. Jickling, Auditor

Dr. Hyman P. Tatelbaum,Assignee, vs Brookwood Building Corporation (a Maryland Corporation) in ac.

To Assignee for Commissions, viz:(Fee named in mortgage waived)		664.20
To Assignee for Court costs,viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court-costs	18.75	
Auditor- stating account	18.00	46.75
To Assignee for Expenses, viz:		
Southern Md.Times-advertising sale	22.00	
Southern Md. Times- Order Nisi on Sale	5.00	
Southern Md. Times- Order Nisi - Acct.	5.00	
Eagle Indemnity Co-bond premium	96.00	
A.J. Billig & Co.-auctioneer's fee	200.00	
Clerk of Court-certified copies	6.70	
One-half Federal revenue stamps	11.55	
One-half State revenue stamps	10.50	
Elizabeth A. Hiebler-notary fees	.50	357.25
To Assignee for Taxes, viz:		
1947 State and County taxes-adjusted to 1/3/47		126.10
To Assignee for Benefit Charges, viz:		
A. A. County Sanitary Commission-1947 water and sewer benefit charges adjusted to 1/3/47	9.58	
A.A.County TSanitary Commission-water rent adjusted to 1/3/47	275.57	285.15

To Assignee for Ground Rents, viz:		
Adjustment of ground rent on 76 houses from 8/1/46 to 1/3/47	2,519.40	
Adjustment of ground rent of 67 houses from 8/1/46 to 1/3/47	261.30	2,780.70
To Eljo Homes, Inc.,Assignee of mortgage filed in these proceedings-this balance on account mortgage claim		17,539.85 -
		21,800.00

Amount of mortgage claim filed	23,116.62	
Cr.Amount allowed as above	17.538.85	
Balance subject to decree in personam	5,576.77	
with Hyman P. Tatelbaum, Assignee		Cr
1947, Jan. 3 Proceeds of Sale	21,000.00	
Interest on deferred payment of $12,500.00 from 1/3/47 to 2/13/47	140.00	21,140.00
Refund of house rents - adjusted to 1/3/47	300.00	
Refund of insurance premiums- adjusted to 1/3/47	360.00	
		21,800.00

Filed March 18, 1947.

ORDER NISI

ORDERED, This 18th day of March, 1947, That the Report and Account of the Auditor,filed this day in the above entitled cause, BE RATIFIED ABD CONFIRMED, unless cause to the contrary be shown on or before the 19th day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of April next.

John H. Hopkins, 3rd, Clerk.

CERTIFICATE OF PUBLICATION

Annapolis, Maryland.

THIS IS TO CERTIFY That the annexed advertisement of Order Nisi was inserted in The SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 19th day of April next, that is to say, the same was inserted in the issues of Mar. 21, 28,Apr. 4, 1947.

The Southern Maryland Times,

A. J. Murray, Sr.,Business Manager.

Filed October 6, 1947.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 6 day of October, 1947, 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,andnthat the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

William J. McWilliams, __

Filed 6 October, 1947.

J.H.H. #63 Equity.

THEODORE GROSS and	:	IN
ELEANOR GROSS,	:	THE CIRCUIT COURT
Plaintiffs	:	FOR
vs	:	ANNE ARUNDEL COUNTY
GEORGE L. GROSS, HOBSON	:	No. 9154 EQUITY.
GROSS and RUDOLPH D. GROSS,	:	
Defendants.	;	

: : : : : : : : : : : : :

PETITION.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Theodore Gross and Eleanor Gross, by Benjamin Michaelson, their Solicitor, respectfully represents:

1. That Grafton Gross, late of Anne Arundel County, State of Maryland, departed this life on or about May 4, 1942, and left surviving him, the following heirs-at-law: a son, Theodore Gross, adult, a daughter, Eleanor Gross, adult, a son, George L. Gross, age 17; a son, Hobson Gross, age 10; and a grandson, Rudolph D. Gross, age 13, son of a deceased unmarried daughter, Arnetha Gross.

2. That at the time of his death, the said Grafton Gross was seized and possessed of a certain lot of ground containing two acres of land, more or less, improved by an old frame dwelling in very bad condition, situate near Shadyside, and being the same property which was conveyed to the said Gratfon Gross by William T. Gross Heirs by deed dated January 13, 1916, and recorded among the Land Records of Anne Arundel County, in Liber G.W. No. 123, folio 369, a certified copy of which is filed herewith as a part hereof, marked "Plaintiffs' Exhibit A".

3. That, because of the condition of the said dwelling, the property is not usable, and there is no income to pay taxes, and other existing debts owing by the said decedent.

4. That said property is not susceptible of division in kind among the several heirs,and it would be to the best interest and advantage of all the parties hereto, particularly the infant children, to have said property sold, and the proceeds therefrom distributed to the parties,as their interests may appear

To the end, therefore,

(2) That a trustee may be appointed by this Court, and be authorized to make sale of the property mentioned in these proceedings, and to grant and convey the same unto the purchaser thereof by a good and merchantable title.

(b) That a guardian ad litem be appointed to answer for the infant defendants in this cause.

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

May it please your Honors to grant unto your petitioners, writs of subpoena, directed to the said George L. Gross, Hobson Gross, and Rudolph D. Gross, residing in Eastport, in care of Arnetha Harris, commanding them to be and appear in this Court at some certain day, to be named therein, and answer and abide by such decree as may be passed herein.

And as in duty bound, etc.

THEODORE GROSS

ELEANOR GROSS,

Plaintiffs.

Benjamin Michaelson

Solicitor for Plaintiffs.

Filed November 13, 1946.

PETITION TO APPOINT GUARDIAN AD LITEM AND ORDER OF COURT THEREON.

To the Honorable, the Judges of said Court:

The petition of Benjamin Michaelson, Solicitor for the Plaintiffs in the above cause, respectfully represents:

1. That the defendants, George L. Gross, Hobson Gross and Rudolph Gross have been duly summoned to appear, and asnwer the bill of complaint filed against them, but being all minors, they are unable to answer in law.

2. That it is necessary that a Guardian ad Litem be appointed by this Court to represent said minors and answer for them in order that their interests in these proceedings may be submitted to the protection of this Court.

Wherefore your petitioner prays this Honorable Court to appoint a Guardian ad Litem to answer for said minor defendants.

And as in duty bound, etc.

BENJAMIN MICHAELSON
Solicitor for Plaintiffs.

Filed February 24, 1947.

ORDER OF COURT

Upon the foregoing petition it is hereby ordered this 26 day of February, 1947, by the Circuit Court for Anne Arundel County, that Emanuel Klawans be, and he is hereby appointed Guardian ad Litem for the minor defendants, George L. Gross, Hubson Gross and Rudolph Gross, with authority to answer for and defend them in the foregoing cause.

William J. McWilliams,
Judge.

Filed February 26, 1947.

ANSWER OF DEFENDANTS BY GUARDIAN AD LITEM.

To The Honorable, The Judges of said Court:

The answer of George L. Gross, Hobson Gross, and Rudolph Gross, by Emanuel Klawans, appointed guardian ad litem by order of Court, respectfully shows:-

1. That being infants they can neither admit nor deny the facts alleged in the bill of complaint, and they submit their rights to the jurisdiction and protection of the Court.

And as in duty bound, etc.

E. Klawans, Guardian ad litem.

Filed March 7, 1947.

TESTIMONY ON BEHALF OF THE PLAINTIFFS.

PRESENT:

Mr. Benjamin Michaelson, Solicitor for Plaintiff.

Mr. Emanuel Klawans, Guardian ad Litem

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

Theodore G. Gross,----------2 to 3

Arnetha Harris,----------4

Royal H. Wigley,----------4 to 5

Theodore G. Gross, the plaintiff, being first duly sworn, deposes and says:
(Michaelson)

1. State your name and residence,

A. Theodore G. Gross, Route 2 Box 314 Annapolis, Md.

2. You are a son of Grafton Gross?

A. Yes.

3. You remember when your father died?

A. May 4th, 1942.

4. Besides yourself whom did he leave as his heirs at law?

A. A son, Theodore Grss , (myself), an adult; a daughter, Eleanor Gross, and adult; a son George L. Gross, he is now 18 years old; a son, Hobson Gross, age ten years; and a grandson, Rudolph Delaney who is the son of a deceased daughter, unmarried, Arnetha Gross,

5. At the time your father died in May, 1942 what property, if any, did he own in Anne Arundel County?

A. Two acres of land and a house situate in Shadyside,Anne Arundel County, Maryland.

6. What is the condition of that house?

A. It is pretty well run down.

7. What do you think is a fair value of that property now?

A. It should bring $1,000 as people just across the road from us sold some land for $250 a lot.

8. That is your opinion?

A. Yes.

9. There is no money with which to pay taxes and other debts, and you are satisfied to have the property sold?

A. Yes.

10. Can this property be divided among the heirs at law without loss?

A. No.

11. You are satisfied to have the Court appoint a Trustee to sell the property and distribute the proceeds as the law provides?

A. Yes, I am.

12. Did your father leave a last will and testament?

A. No.

13. Has there been any administration on his estate?

A. Yes.

A. Yes.

°°°° Certified copy of deed filed as Exhibit A now filed as Exa.. Exh. 1.

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

A. No.

Theodore G. Gross.

Arnetha Harris, a witness of lawful age, being first duly sworn, deposes and says:- (Michaelson)

1. State your name and residence?

A. Arnetha Harris, housewife, 418 First st., Eastport, Md.

2. Are you any relation to Grafton Gross who died in 1942?

A. I am his sister.

3. Who did Grafton Gross leave as his heirs at law?

A. Theodore Gross, of age, Eleanor Gross, of age, George Gross who is an infant, now 18 years of age. Hobson Gross, an infant, his sons and daughter,

and

Rudolph D. Gross, who is the son of Arnetha Gross who was unmarried, and who was a daughter of Grafton Gross.

4. Who has been taking care of the minor children?

A. I have two of them George and Rudolph Delano.

5. Who has been taking care of Hobson?

A. My brother, George's wife, Edna.

6. Do you know what property he owned at the time of his death?

A. Yes, he owned two acres of land and a house in Shadyside, Md. The house on there ain't no house, just something set up there and in bad condition, in no living condition at all, the wind might have blown it away.

7. At the time your brother Grafton died he did not leave a will?

A. No.

8. Has there been administration on the estate in the Orphans Court?

A. Yes.

9. Is this property such that it could be divided among the heirs at law?

A. No. The best thing to do is have it sold and divide the proceeds as their interests appear.

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

A. No.

Arnetha Harris.

Royal H. Wigley, a witness of lawful age, being first duly sworn, deposes and says:- (Michaelson)

1. State your name and residence?

A. Royal H. Wigley, 15 School St., Annapolis, Md.

2. You have been engaged in the real estate business how long?

A. A bout twenty years.

3. You are also the appraiser for the Enterprize Building Association, and Federal Savings and Loan Association of Annapolis?

A. Yes.

4. You have had occasion to appraise property from time to time for loans in different parts of Anne Arundel County?

A. Yes.

5. I believe you were one of the appraisers of the property of Grafton Gross in the Administration of his estate in the Orphans Court of Anne Arundel County?

A. I appraised this property, yes.

6. What does the property consist of?

A. Two acres of land with a four room house in a run down dilapidated condition.

7. You say consisted of two acres of land and an old two story four room frame building?

A. Yes at Shadyside Anne Arundel County; it is in rather dilapidated condition.

8. At the time you made the appraisal for the Orphans' Court what valuation did you put on it?

A. $300 at that time.

9. Under present conditions what would you say would be a fair market value?

A. $500 to $600.

10. This property is not susceptible of being divided in kind among the heirs you have heard mentioned here?

A. I don't think so.

11. Do you think it would be to the best interest of all parties, especially the minors to have the property sold and the proceeds divided amongst them?

A. I think so.

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

A. Nothing else.

Royal H. Wigley (SEAL)

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

Witness my hand and seal this 5th day of May, 1947.

Jno. S. Strahorn (SEAL)

Examiner.

Filed May 5, 1947

EXAM. EXHIBIT NO. I.

(Renenue)
(50¢)
(Stamp.)

THIS Deed made this 13th day of January, in the year 1916, by Arnetha Harris and Louis B. Harris, her husband, George Gross and Irene Gross, his wife, Adelaide Crowner and James A. Crowner, her husband, of the first part, and Grafton Gross of the second part,all of Anne Arundel County, Maryland.

WITNESSETH: Whereas, William T. Gross, father of the said Armetha, George, Grafton and Adelaide, died intestate, seized and possessed of the land hereinafter described, leaving said childredn and a widow, Serena Gross, who has since departed this life, and

WHEREAS, all the said children are of full age and the said parties of the first part have agreed for and in consideration of the sum of seventy five dollars to be paid by the said Grafton Gross, to the said George Gross and for the sum of one dollar paid to each the said Armetha Harris and the said Adalaide Crowner, and the payment of certain debts of the said Serena Gross, to sell the property hereinafter described to the said Grafton Gross.

NOW, THEREFORE, in consideration of the premises and of the payment by the said Grafton Gross of the sum of money aforesaid, the parties of the first part have bargained and sold and by these presents do grant and convey unto the said Grafton Gross, his heirs and assigns in fee simple, all their right, title, interest and estate in and to-

ALL that Tract of land situate in the 8th Election District of Anne Arundel County,containing 2 acres of land, more or less, described by metes and bounds, courses and distances in a deed thereof from Thomas Hallock and wife to William T. Gross dated January 30th, 1896, and recorded in the Land Records of Anne Arundel County in Liber G.W. No. 3, folio 136, being a part of the property conveyed to Clara V. Hallock, by E. C. Gantt, Trustee, by deed dated 16th day of August, 1890, recorded as aforesaid in Liber G.W. No. 3, folio 136.

TOGETHER with the buildings and improvements thereon, and all the rights, roads, ways, waters, privileges and appurtenancs thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Grafton Gross, his heirs and assigns forever.

WITNESS the hands and seals of the said parties of the first part.

Test as to the names of
George Gross, Irene Gross
Adelaid_ Crowner, James A . Crowner,
Edw. G. Sutton.
Test as to Arentha Harris, and
Lewis B. Harris,
James D. Feldmeyer.

Arentha Harris (SEAL)

his
Lewis B. Harris (SEAL)
mark

George Gross (SEAL)

Irene Gross (SEAL)

Adelaid_ Crowner (SEAL)

James A. Crowner (SEAL)

State of Maryland, Anne Arundel County, Sct:

I Hereby certify, that on this 13th day of January 1916, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County, personally appeared the above named George Gross and Irene Gross, his wife, Adalaide Crowner and James Crowner, her husband, and each acknowledged the aforegoing deed to be their act.

Witness my hand the 13th day of January, 1916.

Edw. G. Sutton
Justice of the Peace.

State of Maryland, Anne Arundel County Sct:

I hereby Certify, that on this 15th day of January 1916, before me, the subscriber a Justice of the Peace, of the State aforesaid, in and for the County aforesaid, personally appeared Arentha Harris and Lewis B. Harris, grantors in the aforegoing Deed, and acknowledged the said Deed to be their act.

James D. Feldmeyer
Justice of the Peace.

Recorded 20th. of January, 1916.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber G.W. No. 123, folio 369, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 21st day of October A.D., 1946.

(Court Seal)

John H. Hopkins, 3rd, Clerk.

Not filed.

D E C R E E .

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

It is thereupon this 5" day of June, 1947, by the Circuit Court for Anne Arundel County, adjudged, ordered and decreed that the property mentioned in these proceedings be sold, and that Benjamin Michaelson be, and he is hereby appointed trustee to make said sale, and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court, in the penalty of Fifteen Hundred ($1500) Dollars conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale after giving at least three weeks' notice by advertisement inserted in some newspaper published in Anne Arundel

County of the time, place, manner and terms of sale, which shall be cash, and as soon as may be convenient after such sale, the said trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and upon obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, the said trustee shall, by a good and sufficient deed, to be executed, acknowledged and recording according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property to him, her or them sold, free, clear and discharged from all claims of the parties hereto, plaintiffs and defendants, and of those claiming by, from or under them or any of them; and the said trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity with which he shall appear to have discharged his trust.

William J. McWilliams, Judge.

Filed 5 June, 1947.

B O N D

EAGLE INDEMNITY COMPANY

KNOW ALL MEN BY THESE PRESENTS, That We,Benjamin Michaelson, Trustee as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N.Y., a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Hundred ($1500.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs,executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 26th day of June, Nineteen Hundred and 47.

WHEREAS, by virtue of a power of sale contained in a decree of the Circuit Court for A nne Arundel County in a cause entitled Theodore Gross & Eleanor Gross vs Geo. L.Gross, et al" Equity No. 9154 bearing date on or about the 5th day of June Nineteen Hundred and 47 the said Banjamin Michaelson, Trustee, is authorized and empowered to make sale of the property described in said proceedings,the said Benjamin Michaelson, Trustee, is about to execute said power and made sale of the property described as aforesaid in said proceedings.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Banjamin Michaelson, Trustee, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Test:
H.
Katherine/McCutchan

Benjamin Michaelson (SEAL)
Trustee

EAGLE INDEMNITY COMPANY
By Benjamin Michaelson,
Atty.-in-Fact.

(Corporation Seal)

Approved this 27" day of June, 1947.

John H. Hopkins, 3rd, Clerk.

Filed June 27, 1947

REPORT OF SALE AND ORDER NISI THEREON.

To the Honorable, the Judges of said Court:

The report of Benjamin Michaelson, Trustee, duly appointed to make sale of certain real estate mentioned and described in these proceedings, respectfully shows:

That, whereas by a certain decree of the Circuit Court for Anne Arundel County dated June 5, 1947, and passed in a cause in said Court pending, entitled "Theodore Gross et al vs George L. Gross et al," No. 9154 Equity, the said Benjamin Michaelson, Trustee, was authorized to sell the property described in said proceedings and the said Benjamin Michaelson, Trustee, in pursuance of the power and authority vested in him by said decree, after giving bond as security for the faithful performance of his trust, and having complied with all the other prerequisites mentioned in said decree as required by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in the City of Annapolis, Anne Arundel County, for at least three successive weeks before the day of sale, did, and by virtue of the power of sale contained in said decree and pursuant to said notice, attend at the Court House door in the City of Annapolis, Maryland, Tuesday, July 8, 1947, at 11:30 o'clock a.m. and then and there proceeded to sell said property in a manner following, that is to say:

The said Trustee offered at public sale to the highest bidder the property mentioned and described in said decree, and being more particularly described as follows:

All that lot or parcel of ground, improved by an old frame dwelling situated at Shadyside, Anne Arundel County, Maryland, containing two acres of land, more or less, and being the same property which was conveyed to Grafton Gross by Arnetha Harris et al by deed dated January 13, 1916, and recorded among the Land Records of Anne Arundel County in Liber G.W . No. 123, folio 369.

And the said Trustee sold the above described property to Lida E. Phipps and Howard O. Phipps for the sum of Seven Hundred and Twenty-five ($725.00) Dollars, they being at that sum the highest bidder therefor, and said purchasers have agreed to comply with the terms of the sale.

Respectfully submitted,

Benjamin Michaelson, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 11th day of July, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson, Trustee, and duly acknowledged the aforegoing Report of Sale to be true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

Katharine H. McCutchan, (SEAL)

(Notarial Seal)

Notary Public.

Filed July 11, 1947.

GEORGE W. SCIBLE, AUCTIONEER

TRUSTEE'S SALE of valuable REAL ESTATE

SITUATED IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY AT SHADYSIDE.

Under and by virtue of the power of sale vested in the undersigned trustee by a decree of the Circuit Court for Anne Arundel County dated June 5, 1947, and passed in a cause entitled "Theodore Gross et al vs George L. Gross et al,", No. 9154 Equity in said Court pending, the undersigned trustee will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, on TUESDAY, JULY 8, 1947, at 11:30 o'clock A .M.

All that lot or parcel of ground, improved by an old frame dwelling situated at Shadyside, Anne Arundel County, Maryland, containing two acres of land, more or less, and being the same property which was conveyed to Grafton Gross by Arnetha Harris et al by deed dated January 13, 1916, and recorded among the Land Records of Anne Arundel County in Liber G._No. 123, folio 369.

TERMS OF SALE: A deposit of $250 will be required of the purchaser on the day of sale,and the balance of the purchase price with interest thereon at the rate of 6% per annum to be paid in cash, upon final ratification of the sale by the Court. Taxes and expenses to be adjusted to the day of sale.

For further particulars apply to:

BENJAMIN MICHAELSON, TRUSTEE,

15 School Street,Annapolis, Maryland.

Filed July 11, 1947.

PURCHASER'S CERTIFICATE.

I HEREBY CERTIFY, that we have purchased the property mentioned in these proceedings from Benjamin Michaelson, Trustee, this 8th day of July, 1947, for the sum of Seven Hundred and Twenty-five Dollars, and I hereby agree to comply with the terms of sale.

WITNESS my hand_ and seal_

Test: Lida E. Phipps (SEAL)

Geo. W. Scible Howard O. Phipps (SEAL)

AUCTIONEER'S CERTIFICATE Purchasers

I HEREBY CERTIFY. that I have sold the property herein mentioned this 8th day of July,1947, to Lida E. Phipps and Howard O. Phipps for the sum of Seven Hundred Twenty-five Dollars, they being the highest bidders therefor.

WITNESS my hand and Seal.

TEST: Geo. W. Scible (SEAL)

Benj. Michaelson Filed July 11,1947. Auctioneer

order nisi.

ORDERED, this 11th day of July, 1947, That the sale of the real estate mentioned in these proceedings made and reported by Benjamin Michaelson, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12" day of August next; Provided,a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12" day of August next.

The report states that the amount of sales to be $725.00.

John H. Hopkins, 3rd, Clerk.

Filed July 11, 1947

CERTIFICATE OF PUBLICATION.

Annapolis, Md. August 12, 1947

We hereby certify that the annexed Order Nisi Theodore Gross was published in MARYLAND GAZETTE, a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of August, 1947. The first insertion being made the 17th day of July, 1947.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG 5799 By Mae Carlson

Filed 14 August, 1947.

FINAL ORDER.

ORDERED BY THE COURT, This 14th day of August, 1947, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark, _

Filed 14 August, 1947

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 4, 1947.

All of which is respectfully submitted,

Laura R. Jickling, Auditor.

Dr. Theodore Gross and Eleanor Gross vs George L.Gross, Et Al. in ac.

To Trustee for Commissions, viz:	45.85	
To Trustee for Fee, viz:	50.00	95.85
To Trustee for Court costs, viz:		
Plaintiffs'Solicitor's appearance fee	10.00	
Clerk of Court-Court costs	18.75	
Jos. H. Griscom,Sheriff,- costs	2.25	
Auditor - stating this account	13.50	44.50
To Trustee for Expenses, viz:		
Capital-Gazette Press-advertising sale	19.00	
Capital-Gazette Press-handbills	10.25	
Capital-Gazette Press-Order Nisi (Sale)	5.00	
Capital-Gazette Press-Order Nisi (Acct.)	5.00	
Eagle Indemnity Co.-Bond premium	10.00	
George W. Scible-Auctioneer's fee	11.00	
John S. Strahorn-Examiner	8.00	
Juliet D. Strahorn Stenographer	5.00	
Emanuel Klawans- Guardian ad Litem	4.00	
Clerk of Court- eertified copy deed	1.75	
One-half Federal revenue stamps	.55	
One-half State revenue stamps	.55	
Katherine H. McCutcheon-notary fee	.50	80.60
To Trustee for Taxes, viz:		
1936 State and County taxes	37.50	
1937 " " " "	15.97	
1938 " " " "	14.76	
1939 " " " "	14.96	
1940 " " " "	15.29	
1941 " " " "	14.49	
1942 " " " "	13.15	
1943 " " " "	11.98	

1944 State and County taxes	12.15	
1945 " " " "	11.04	
1946 " " " "	12.08	
1947 " " " "	11.40	184.77
BALANCE IN HAND FOR DISTRIBUTION -$331.30		
Distributed to heirs at law of Grafton Gross as follows:		
Theodore Gross, son-one-fifth	66.26	
Eleanor Gross-daughter- one-fifth	66.26	
George L. Gross,son--one-fifth	66.26	
Hobson Gross, son-one-fifth	66.26	
Rudolph D. Gross,grandson,-one-fifth	66.26	331.30
		737.02

with Benjamin Michaelson, Trustee, Cr.

1947.

July 8 Proceeds of Sale	725.00	
Interest on deferred payment to 10/13.47	7.12	732.12
Refund of 1947 State and County taxes, adjusted to 10/13/47		4.90
		737.02

Filed December 5, 1947

ORDER NISI

ORDERED, this 5th day of December,1947,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 6" day of January,1948,next;Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County,once in each of three successive weeks before the 6" day of January 1948 next.

John H.Hopkins,3rd,Clerk.

Filed December 5, 1947.

CERTIFICATE OF PUBLICATION.

Annapolis,Md. January 5,1948.

We hereby certify that the annexed Order Nisi-Equity #9154 Theodore Gross was published in MARYLAND GAZETTE,a newspaper published in the City of Annapolis,Anne Arundel County,Maryland,once a week for 3 successive weeks before the 6th day of January 1948. The first insertion being made the 11th day of December,1947.

THE CAPITAL-GAZETTE PRESS,INC.

No. MG.1081

By Shirley McDonald

Filed February 26,1948.

Final Order.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT,this 27 day of February,1948,that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown,and that the Trustee apply the proceeds accordingly,with a due proportion of interest as the same has been or may be received.

William J. McWilliams;

Filed 27 February, 1948.

PETITION AND AFFIDAVIT.

IN THE MATTER OF THE	:	NO. 9159 EQUITY
CHANGE OF NAME	:	IN THE
OF	:	CIRCUIT COURT
ARTHUR CIRNELL BROWN,	:	FOR
an infant.	:	ANNE ARUNDEL COUNTY.

:: : : : : : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Cirnell Brown and Mary Helen Brown, his wife, of Severn Avenue, West Annapolis, Maryland, respectfully shOWS:

1. That your Petitioners are married and reside together at Severn Avenue, West Annapolis, Maryland.

2. That on 7 December 1945 there was born to yout petitioners, a boy, their only child, at West Annapolis, aforesaid, as shown onthe Birth Certificate filed herewith as petitioner's Exhibit No. 1.

3. That sometime during the month of January 1946, said infant boy was Baptized and Christened "Arthur Cirnell Brown".

4. That your petitioners are advised, believe, and therefore aver, that it is dangerous to have any more children.

5. That your petitioners desire to change the name of said infant child to Cirnell Brown,Jr., in honor of, and to perpetuate the name of his father, one of your petitioners.

Your Petitioners, therefore, pray:

(1) That a decree may be passed by this Honorable Court, changing the name of said infant child mentioned in these proceedings to Cirnell Brown, Jr.,

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

Cirnell Brown

Mary Helen Brown

PETITIONERS

Louis M. Strauss

Solicitor.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 30th day of September, 1946, before me, the Subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Cirnell Brown and Mary Helen Brown, his wife, and they did each make oath in due form of law that the matters set forth in the above Petition are true to the best of their information, knowledge and belief.

Witness my hand and seal Notarial.

(Notarial Seal) Leon Boro, Notary Public.

Filed Nov. 25, 1946

PETITIONER'S EXHIBIT NO. I.

MARYLAND DEPARTMENT OF HEALTH

BUREAU OF VITAL STATISTICS.

BIRTH REGISTRATION NOTICE.

This certifies that a certificate of birth has been filed with the State Registrar of Vital Staiistics under the name of Arthur Cirnell Brown born on December 7, 1945, at Annapolis,County of Anne Arundel, Maryland.

Name of father Cirnell Brown;Maiden Name of mother Mary Wills

Date filed December 10, 1945

R. H. Riley,

Registrar of Vital Statistics

Filed Nov. 25, 1946.

D E C R E E..

Upon the foregoing Petition,Affidavit, and Exhibit,it is this 26" day of November, 1946, by the Circuit Court for Anne Arundel County, in Equity, and by authority thereof, ADJUDGED, ORDERED AND DECREED, that the name of the infant child mentioned in these proceedings, born to Cirnell Brown and Mary Helen Brown, his wife on 7 December 1946, be and the same is hereby changed from " Arthur Cirnell Brown " to "Cirnell Brown, Jr.,", and it is further Adjudged, Ordered and Decreed that the Petitioners pay the costs of these proceedin s

William J. McWilliams,

Judge.

Filed November 26, 1946.

JEANETTE C. GOODMAN,	:	IN THE
JEROME D. GOODMAN,	:	CIRCUIT COURT
HILDA A. GOODMAN,	:	
MIRIAM N. GOODMAN,	:	FOR
Petitioners	:	ANNE ARUNDEL COUNTY
vs	:	
CORINNE S. GOODMAN,	:	No. 9167 EQUITY.
Respondent .	:	

: : : : : : : : :

PETITION.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petitioners respectfully show:

1. That in his lifetime, Aaron Lee Goodman owned realty in Annapolis, Maryland, at Nos. 125 and 127 Prince George Street, conveyed to him and Joe Glickman as tenants in common, by Nicholas H. Green, Attorney, by deed dated the 17th day of June, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 26, folio 27, and subsequently Joe Glickman with his wife, Mary Glickman, conveyed to said Aaron Lee Goodman his one-half undivided interest in the property by deed dated July 5, 1929 and recorded in the Land records aforesaid in Liber F.S.R. No. 59,folio 210. The parties to this suit as a result of a previous identical suit, were permitted through a truetee, Samuel Schenker, to convey that part of the property known as 125 Prince George Street to the Guy C. Parlett Post No. 7, Incorporated, American Legion by deed dated 17th day September, 1946, and recorded in the land records aforesaid in Liber __ No.__ Folio ___. . The principal improvements on 127 Prince George Street is a residential building which is in a habitable condition and is rented for a nominal sum.

2. That Aaron Lee Goodman has departed this life intestate, survived by his widow,Jeanette C. Goodman, and by his children, Jerome D. Goodman, Hilda A. Goodman, Miriam N. Goodman, and Corinne S. Goodman, all of whom are adults except Corinne S. Goodman, who is an infant and unmarried and who resides with her mother, Jeanette C. Goodman.

3. That Mrs. Jeanette C. Goodman, widow and administratrix of the Estate of Aaron Lee

Goodman, has contracted with Joseph D. Lazenby, Agent to sell such property. It is the desire of the children, as indicated by their signatures on this petition, with the exception of the infant respondent, who is legally incapable of contracting to sell her rights in the property, that such contract be consummated. Joseph D. Lazenby, agent is purchasing the property known as No. 127 Prince George Street for the sum of $4,625.00. The contract in question is attached hereto.

4. That said price is the fair value of the property being sold and the sale is for the benefit and advantage of said infant in that it will effect a reduction of taxes, avoid the further depreciation of the property, and will provide a sum of money to bear interest or be applied for her use instead of the tax bearing nominal rent producing property, and in other ways, That the property sold cannot be divided in kind without loss or injury to the parties interested.

To the end, therefore:

(1) That this Court decree a sale of said property to Joseph D. Lazenby, Agent, at said price and in accordance with said contract, and a division of the money.

(2) That a guardian ad litem be appointed for said infant.

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

May it please your Honors to grant a writ of subpoena directed to the said infant, Corinne S. Goodman, who resides as No. 60 Southgate Avenue, Annapolis, Maryland, commanding her to be in this Court at some certain time to answer the premises and abide by and perform such decree as may be passed therein, to be read to and a copy left with said infant; and in addition thereto a copy of said subpoena to be left with Jeanette C. Goodman, mother of said infant, at the same address.

And as in duty bound, etc.

Jeamette C. Goodman (SEAL)

Jerome D. Goodman (SEAL)

Samuel Schenker, Hilda A. Goodman (SEAL)

Solicitor for petitioners. Miriam N. Goodman (SEAL)

STATE OF MARYLAND, Anne Arundel County, to wit:

I Hereby certify, that on this 6th day of December, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Hilda A. Goodman, and she did make oath in due form of law that the matters and facts set forth in the aforegoing petition are true and bonafide as therein stated, to the best of her information, knowledge and belief.

As witness my hand and Notarial Seal.

(Notarial Seal) Lillian M. Fine, Notary Public.

Filed Dec. 6", 1946.

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Plaintiffs respectfully shows:

1. That the Defendant, Corinne S. Goodman, has been duly summoned to appear to this suit; and being a minor she can neither affirm nor deny the allegations of the Bill of Complaint; nor can she file Answer thereto except by guardian ad litem.

To the end, therefore, the Petitioners pray that a guardian ad litem be appointed to appear for said Defendant.

And, as in duty bound, etc.

Samuel Schenker,

Solicitor for the Petitioners.

Filed December 6, 1946.

ORDER OF COURT.

Ordered by the Circuit Court for Anne Arundel County sitting in equity this 10 day of December, 1946, that Osborne Duvall is hereby appointed Guardian Ad Litem for Corinne S. Goodman in the above cause.

William J. McWilliams, A.J.

Filed 10 December, 1946.

CONTRACT OF SALE. Exh.Ex.C.

Approved by the Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, Made this 30th day of October, 1946, by and between Jeanette C.Goodman, of the first part, hereinafter called Vendor, and Joseph D. Lazenby, Agent of the second part, hereinafter called Vendee.

WITNESSETH: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor-SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in the City of Annapolis, Election District of Anne Arundel County, Maryland, and described as follows: That property known as 127 Prince George Street together with all improvements thereon, in fee simple. At and for the price of Four Thousand,six hundred, twenty-five and 00/100 ($4,625.00) Dollars, of which Four hundred and 00/100 ($400.00) Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows: in cash, at time of settlement which shall be on or before January 3, 1947.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Vendor at the Vendee's expense, which shall convey the property by a good and merchantable title to the Vendee, free of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, insurance, rent, water rent, and all other assessments, public dues and charges shall be adjusted to the day of transfer, cost of United States documentary, and State recording stamps shall be borne equally between the Vendor and the Vendee,

TIME is of the essence of this Agreement, and if the terms hereof are not complied with, the deposit above referred to shall be forfeited.

WITNESS the hands and seals of the parties hereto.

WITNESS: Jeanette C. Goodman (SEAL)

_____ JOS. D. LAZENBY (SEAL)

Filed December 6, 1946

ANSWER OF GUARDIAN AD LITEM.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Corinne S. Goodman, infant, by Osborne Duvall her guardian ad litem, respectfully shows:

1. That she is a minor, and is therefore unable to admit or deny the allegations of the Bill of Complaint in this Court exhibited against her, and she submits her rights to the protection of the Court.

And, as in duty bound, etc.,

Osborne Duvall,

Guardian Ad Litem

Filed December 19, 1946.

TESTIMONY ON BEHALF OF THE PLAINTIFFS.

PRESENT: -

Mr. Samuel Schenker, Solicitor for Plaintiffs.

Mr. Orlando Duvall, Guardian ad Litem.

Mr. Emanuel Klawans, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

Hilda A. Goodman,- - - - - - - -2 to 3

Edward H. Legum,----------4

Hilda A. Goodman, one of the plaintiffs, being first duly sworn, deposes and says:-

(Schenker)

1. State your name and residence?

A. Hilda A. Goodman, 60 Southgate Ave.,Annapolis, Md.

2. Did you know Aaron Lee Goodman?

A. Yes I did, he was my father.

3. Is he living or dead?

A. He is dead.

4. In his life time was he the owner of the property known as 127 Prince George Street, Annapolis, Md.?

A. Yes he was.

5. Is this the same property conveyed to Aaron Lee Goodman and Joseph Glickman by deed dated June 17th,1926 recorded among the Land Records of Anne Arundel County in Liber W.B.M.26, folio 27; and later the interest of Joseph Glickman and wife conveyed their interest in this property to Aaron Lee Goodman by deed dated July 5th, 1929,recorded among the Land Records of Anne Arundel County in FSR 59, folio 210?

A. Yes it is.

°°°°Deeds filed as Exam. Exh A and B, see papers in 9079 Eq. in which papers these deeds are filed.

6. Did Aaron Lee Goodman leave a last Will and Testament?

A. No, he did not.

7. Who survivied him as his heirs at law?

A. His wife and four children, namely, Jeanette C. Goodman, widow, Jerone A. Goodman, a son, Hilda A. Goodman, Miriam N. Goodman, these are zdults, Corinne S. Goodman, infant.

8. What are the improvements on this property?

A. A nine room frame dwelling.

9. What is the condition of this building?

A. In need of some repairs.

10. All of the adult children and your mother have indicated a willingness to sell this property?

A. Yes.

11. I show you a Contract of Sale marked Exhibit C between your mother, Jeanette C. Goodman, and Joseph D. Lazenby, Agent, for the sale of this property and ask you if the other heirs at law are familiar with this Contract of Sale and agree to it?

A. Yes.

12. Do you think this sale at $4625 would be to the best interest and advantage of all the parties

concerned especially the infant defendant?

A. Yes.

13. Why are you of that opinion?

A. This property cannot be divided equally between the widow and all the heirs at law, and, therefore, it will have to be sold, and this is the best price we have been able to obtain for it.

14. Has there been an administration on your father's estate?

A. Yes.

15. Has Notice to Creditors been published?

A. Yes.

16. In your opinion, do you think this is a reasonable price for the property?

A. Yes.

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

A. No, I don't think so.

Hilda A. Goodman

Solicitor for Plaintiffs offers in evidence the papers in No. 9079 Equity, in which will be found the two exhibits A and B.

Edward H. Legum a witness of lawful age, being first duly sworn, deposes and says:- (Schenker)

1. State your name and address?

A. Edward H. Legum, 176 Conduit St. Annapolis, Md.

2. What is your occupation?

A. Secretary and Treasurer of The Legum Realty Corporation.

3. Are you familiar with real estate values in Annapolis?

A. More or less I am.

4. Are you familiar with the property at 127 Prince George St., Annapolis?

A. Yes I am in fact we lived at 127 Prince George st. for approximately eight years.

5. Have you been interested in the property recently?

A. I spoke to Mrs. Goodman about buying it myself about eight months ago.

6. What, in your opinion, is a fair market value of that property?

A. What with its location, and in need of repairs, anything under $5500. is a fair price.

7. I show you a Contract of Sale filed in this case as Exam. Exh. C between the widow, Jeanette C. Goodman and Joseph D. Lazenby, Agent, in which it is stated the price as $4625, and ask you if you think that is a fair price for this property?

A. That is a fair price.

8. What is the condition of the property?

A. The house at present is in pretty rough shape, it needs some repairs done to it.

9. Do you think this property can be divided in kind without loss or damage to the heirs at law?

A. No I don't think so.

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

A. No.

Edward H. Legum.

There being no other witnesses to be examined on behalf of the Plaintiffs at this time, and no further testimony desired on their part, this testimony is now closed, and, at request of plaintiffs' solicitor, is returned to the Court.

Witness my hand and seal this 1st day of March,1947.

Emanuel Klawans, (Seal) Examiner.

Filed May 3, 1947.

AMENDED PETITION - ORDER OF COURT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petitioners resctfully wish to amend their petition as follows:

1. That Margery Goodman, wife of Jerome Goodman, be made a Petitioner in accordance with her desires. her name having been inadvertantly omitted from the original Petition.

Samuel Schenker,

Solicitor for Petitioners.

Service of copy admitted this 3rd day of March, 1947,

C. Osborne Duvall,

Guardian ad Litem.

ORDER OF COURT.

Upon the aforegoing amended Petition, it is hereby ORDERED this 4 day of March 1947, by the Circuit Court for Anne Arundel County sitting in Equity that the name of Margery Goodman be added to this case as a party Petitioner.

William J. McWilliams, Judge.

Filed 4 March, 1947.

SUBMISSION FOR DECREE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The parties submit this case for immediate decree.

Samuel Schenker,

Solicitor for the Plaintiffs.

C. Osborne Duvall,

Guardian ad litem.

Service of copy admitted this 4th day of March, 1947,

C. Osborne Duvall,

Guardian ad Litem

Filed March 4, 1947.

DECREE.

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

Thereupon, it is this 4 day of March, 1947,by the Circuit Court for Anne Arundel County sitting in Equity, Adjudged, Ordered and Decreed, that the agreement filed as Examiner's Exhibit "C"wherby Jeanette C. Goodman agrees to sell to Joseph D. Lazenby, Agent a part of the property conveyed to Aaron Lee Goodman, deceased, by deeds recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 26, folio 27 and F.S.R. No. 59, folio 210, designated as No. 127 Prince George Street, Annapolis, Maryland, remaining to the parties to this suit following the sale made as a result of a previous identical suit through a trustee, Samuel Schenker, to convey that part of the property known as 125 Prince George Street to Guy C. Parlett Post #7, Incorporated, American Legion, by deed dated 17th day of September, 1946 and recorded in Land Records aforesaid in Liber ____ No. __ Folio___, be ratified and confirmed as it is for the benefit and advantage of Corinne S. Goodman, the infant defendant in this case,

that the land in question be sold as it cannot be divided in kind without loss or injury to the parties interested, and the contract is hereby ratified and confirmed according to the terms and provisions of said agreement.

And it is further adjudged, ordered and decreed that Samuel Schenker is hereby appointed trustee to execute a deed in accordance with said agreement. He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties, to be approved by this Court, in the penalty of Nine Thousand, Two Hundred and Fifty Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; and on the payment of the whole purchase money, and not before, the trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to Joseph D. Lazenby, Agent, (or his Principal) his heirs, executors, administrators and assigns, the property and estate of Jeanette C. Goodman, and of all other parties to this cause, plaintiff and defendant, in and to the property and estate to him sold, free, clear and discharged from all claims of the parties hereto, plaintiff and defendant, and those claiming by, from or under them, or any of them; and the trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court. He shall report his proceedings to Court.

And it is further adjudged, ordered and decreed, that the seller (plaintiffs) shall pay the costs of this proceeding, but that shall not include the preparation of the deed, title search thereto nor recording of said deed.

And it is further adgudged , ordered and decreed, that this decree shall be without prejudice to any claims of any other persons not party to these proceedings, in and to the property sold.

William J. McWilliams, A.J.

Filed 4 March, 1947

B O N D.

KNOW ALL MEN BY THESE PRESENTS, that we, Samuel Schenker, of Annapolis, Maryland, as principal; and Louis Schenker and Fannie Schenker, his wife, as sureties, all of Anne Arundel County, Maryland, are held and firmly bound unto the State of Maryland, in the sum of Nine Thousand, Two Hundred and Fifty Dollars, lawful money of the United States, to be paid to the State of Maryland, for which payment, well and truly to be made, we bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents, signed and sealed this 26th day of March, 1947.

The condition of this obligation is such, that whereas the above named Samuel Schenker was, on the 4th day of March, 1947, appointed Trustee in the case pending in No. 9167 Equity in the Circuit Court for Anne Arundel County, wherein Jeanette C. Goodman et al are plaintiffs and Corinne S. Goodman, an infant, is defendant, and he, Samuel Schenker, has accepted said trust with all the duties and obligations pertaining thereto;

Now, therefore, if the said Samuel Schenker, trustee as aforesaid, shall obey such orders as said Court may make in relation to said trust, and shall faithfully and truly account for all the moneys, assets and effects which shall come into his hands and possession in pursuance of said trust, and shall in all respects faithfully perform all of his duties as said trustee, then this obligation to be void; otherwise to remain in full force and virtue.

Attest: Samuel Schenker (Seal)

Bert E. Schenker Samuel Schenker, Trustee

(Bert E. Schenker

Louis Schenker (SEAL)
Fannie Schenker (SEAL)

P.O. Box 208

SAMUEL SCHENKER
Attorney at Law
Hayes Bldg.
ANNAPOLIS, MARYLAND.

Telephone 9186

Mr
Clerk of Court
Anne Arundel County

March 26,1947

Mr. Clerk:

Following are a list of properties owned by Louis and Fannie Schenker jointly without encumbrances or liens of any sort.

118 Main St. Annapolis	$20,000.00
62 Southgate Ave.	10,000.00

Respectfully Samuel Schenker.

Approved this 27" day of March,1947. John H. Hopkins, Clerk.

Filed March 27, 1947.

REPORT OF TRUSTEE.

TO THE HONORABLE,the Judges of said Court:

The report of Samuel Schenker,Trustee,appointed by a decree passed in the above entitled cause on the ___day of ___, 1947, to convey certain realty therein mentioned, respectfully shows:

That he first filed bond with sureties in the amount of $9,250.00 approved by the Clerk of this Court, for the faithful performance of said decree, and having complied with all prerequisites required by law and said decree, he did receive from the Salvation Army, Principal of Joseph Lazenby, he being the agent of the purchaser and so designated as such in said decree, the sum of $4191.18, being the full purchase price less the deposit paid to Jeanette C. Goodman, with allowances being made for adjustments as of the time of the transfer, and all sums required to be paid by the purchaser under the terms of said decree and agreement having been complied with, he executed a deed at the expense of the purchaser conveying to said organization, its representatives and assigns, all of the title and estate of all persons to this cause and all persons claiming under them, in and to the property agreed to be sold under said agreement, directed to be sold and conveyed under said decree, described in the above entitled proceedings, all in accordance with the terms of said decree.

Respectfully submitted by

Samuel Schenker, Trustee.

State of Maryland, Anne Arundel County, to wit:

I Hereby certify that on this 4th day of August, 1947, before me, the subscriber, a Notary Public of the State of Maryland, County aforesaid, Personally appeared Samuel Schenker, the Trustee, named in the above report, and he did make oath in due form of law that the matters and facts set forth in the above report are true and bona fide as therein stated.

Witness my hand and notarial seal.

(Notarial Seal) Lillian M. Fine, Notary Public.

Filed 5 August, 1947

ORDER OF COURT.

Ordered by the Circuit Court for Anne Arundel County sitting in Equity this 6 day of August,1947, that the aforegoing report of Samuel Schenker, trustee, is hereby approved; and that an auditors account be stated and that the trustee distribute the proceeds of sale in accordance therewith.

William J. McWilliams, A. J.

Filed 6 August, 1947.

AGREEMENT.

We, the undersigned, hereby agree to an immediate confirmation and ratification by the Circuit Court for Anne Arundel County, of the auditor's account.

Jeanette C. Goodman
Hilda A. Goodman
Miriam N. Goodman
Jerome D. Goodman
Margery Goodman
C. Osborne Duvall,
Guardian Ad Litem

Filed August 13, 1947.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE,THE JUDGES OF SAID COURT:

The Auditor reports to the Court that _he has examined the proceedings in the above entitled cause, and from them _he has stated the within account, August 13, 1947.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

To the Honorable, the Judges of said Court:

The Petitioners, by their Solicitor,ask for a final order confirming and ratifying the auditors account inasmuch as all parties concerned have agreed in writing to such an account.

Samuel Schenker

Samuel Schenker, Solicitor.

Dr. Jeanette C. Goodman, et al vs Corinne S. Goodman		in ac.
To Trustee for Commissions, viz		168.75
To Trustee for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	20.50	
Joseph W. Alton- Sheriff's costs	.95	
Auditor-stating this account	13.50	44.95
To Trustee for Expenses, viz:		
Capital-Gazette Press Order Nisi (Acct.)	5.00	
Emanuel Klawans- Examiner's fee	4.00	
Juliet D. Strahorn-Stenographer	4.00	
C. Osborne Duvall-Guardian ad Litem	4.00	
Lillian M. Fine - notary fees	1.00	
One-half Federal revenue stamps	2.75	
One-half State revenue stamps	2.75	23.50
To Trustee for Taxes, viz:		
1947 State and County taxes ($61.66-adjusted to 7/10/47)	32.58	
1947 Annapolis City taxes-adjusted to 7/10/47	1.33	33.91
To Trustee for Benefit Charges, viz:		
Annapolis Water Co.- Water services for quarter ending 6/30/47	4.73	
Annapolis Water Co.- 10 days's service	.58	5.31

BALANCE FOR DISTRIBUTION - $4,359.48

Distributed as follows to heirs at law of Aaron Lee Goodman, viz:

Jeanette C. Goodman, Widow- one-third	1,453.16	
Jerome D. Goodman-one-sixth	726.58	
Hilda A. Goodman,daughter, one-sixth	726.58	
Corinne C. Goodman, daughter-one-sixth	726.58	
Miriam N. Goodman, daughter, one-sixth	726.58	4,359.48
		4,635.90

with Samuel Schenker, Trustee Cr.

1946			
Oct. 30	Proceeds of Sale		4,625.00
1947			
July 4	Adjustment of house rent	10.00	
	Adjustment of fire insurance premium	.90	10.90
			4,635.90

Filed 13 August,1947.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED, BY THE COURT, This 14th day of August, 1947, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

JAMES CLARK

Filed 14 August, 1947.

ISAIAH PACK, :
JASON ASBURY PACK, :
CHARLES WESLEY PACK :
LAURA LOUVINIA BLY, and :
MARIA JANE STILES :
PLAINTIFFS :
vs :
JAMES L. PACK,JR. and :
CLARA D. PACK, his wife; :
ROBERT S. PACK, and :
Gladys W. Pack, his wife; :
CARRIE V. PACK, unmarried; :
MARGARET E. HOLLAND, and :
Alexander Holland,her husband; :
SADIE ANDERSON, and :
Bernard Anderson, her husband, :
ERNEST PACK, and :
Ruth J.Pack, his wife. :
MARY JANE CAGER, and :
JOSEPH CAGER, her husband, and :
JAMES LEVI PACK and
Martha Pack, his wife. :
DEFENDANTS. :

No. 9173 EQUITY

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

BILL OF COMPLAINT.

To the Honorable, the Judge of the said Court:

The Bill of Complaint of Isaiah Pack, Jason Asbury Pack, Charles Wesley Pack, Loura Louvinia Bly, and Maria Jane Stiles, by John S. Strahorn, and John S. Strahorn,Jr., their solicitors, respectfully shows:

1. That Jason A. Pack, widower, otherwise and generally known as Jason Pack, late of Anne Arundel County, died intestate at said County in or about the year 1930,seized and possessed in fee simple of ten acres of land, lying in the Third Election District of said County near Robinson't Station on the Severn River side of the Short Line Railroad, improved by two six room houses and outbuildings, which tract was conveyed to him by Joseph Lauterback, by deed dated the 26th day of October, 1885, recorded among the land records of said Anne Arundel County in Liber S.H. No. 28, Folio 208; certified copy of which said deed is filed herewith as part hereof and marked "Complainant's Exhibit No. 1"

2. That the said decedent left surviving him, as his only heirs at law, six children, to-wit, the above five plaintiffs, Isaiah Pack, Jason Asbury Pack, Charles Wesley Pack, Laura Louvinia Bly, and Maria Jane Stiles, and one of the above defendants, James Levi Pack, all of whom are now of full age, and = = two of whom, to-wit: Isaiah Pack, one of the above plaintiffs, and James Levi Pack, one of the above defendants, ever since their said father's death, have resided with their respective families, rent free, in the said two houses on said ten acre tract. That no administration has been had on the estate of the said Jason A. Pack.

3. That without the knowledge of these co-plaintiffs of Isaiah Pack, or any of them, the said property was advertised for sale and sold, by the Treasurer of Anne Arundel County, to the County Commissioners of said County, for alleged delinquent taxes due for the years 1933, 1934, and 1935; as will more fully appear by reference to said Tax Sale proceedings on file and of record among the Tax Sale records of said Anne Arundel County, to-wit, No. 2670 Tax Sales for 1935, filed herewith and prayed to be considered a part of this Bill of Complaint,in the same manner as if incorporated herein in their entirety, and marked (Collectively) "Complainant's Exhibit No. 2."

4. That on the 20th day of January,1945, without the knowledge of any of these plaintiffs, the said James Levi Pack procured from the County Commissioners of this County, purchasers at said Tax Sale, and C. Albert Hodges, late County Treasurer, a fee simple deed for the said ten acre tract, to his seven adult children, to-wit: James L. Pack, Jr., Robert S. Pack, Carrie V. Pack, Margaret E. Holland, Sadie Anderson, Ernest Pack, and Mary Jane Cager, they being all the defendants named herein, except their respective spouses and the said James Levi Pack and wife; which said deed was without consideration other than the taxes and tax sale costs accrued on said property from 1933 to 1944, inclusive, to-wit, only the sum of 85.15, paid by the said James Levi Pack, father of said grantees; and which said deed was recorded among the said land records of said County on the 22nd day of January, 1945, in Liber J.H.H. No. 321, Folio 426-427; and which said original deed was, on the 2nd day of April, 1945, "delivered" by the Clerk of this Court to the said James Levi Pack; certified copy of which said deed is filed herewith as further part of this Bill of Complaint, marked "Complainant's Exhibit, No. 3."

5. And your complainants show to the court, that your complainant, Isaiah Pack, so living on the said property since the death of their father, Jason A. Pack, was advised thatthe property was advertised for sale for 1933, 1934, and 1935 taxes, and he made inquiry, and was reliably

informed that the property had been with-drawn from said list of 1935 Tax Sales; and not until some time in 1942 or 1943, when the said James Levi Pack informed him that he, the said James Levi Pack, had bought the property and had it conveyed to himself and wife, did Isaiah have any knowledge of any such alleged transfer, or any transfer or sale of said property. And your complainants further show, that said property was not conveyed to the said James Levi Pack; and that the said alleged sale and transfer to the said James Levi Pack and wife was never brought to the attention of the complainants herein other than the said Isaiah Pack, until on or about May ,1946, as more fully set out in the 7th paragraph of this Bill of Complaint. And your complainants show to the Court, that all these complainants, except the said Isaiah Pack, since before the year 1935,have resided, and still reside, in Baltimore City and away from said property.

6. That on the 12th day of July, 1945, all of your complainants came to Annapolis, and paid the taxes due on said property (10 acres and improvements near Robinson Station) for that year,1945; they having been informed, at the time they so paid said 1945 taxes, by the "Tax Office" here,that there had been no change there in the ownership of said property, but that it "still" was in the name of their said father: and they file herewith copy of tax bill so paid by them for 1945, showing the ownership of their said father of such ten acre tract, marked "Complainant's Exhibit No. 4."

7. That in or about the month of May, 1946, all of your Complainants again went to the County Tax Office here, for the purpose of paying the 1946 taxes due on the said property; and then for the first time they learned (a) that their said property had been conveyed away, not to the said James Levi Pack and wife, but to the said seven (7) children of the said James Levi Pack and wife, these grantee-defendants: by deed from the County Commissioners and the Late County Treasurer, as heretofore set out in Paragraph four (4) of this Bill of Complaint; and (b) they the said property no longer stood on the tax book in the name of their deceased father. And your complainants further show to the Court that immediately after they learned of these facts, they called on the said James Levi Pack for some explanation, and he evaded their questions about the said deed and transfer; saying only, that they had made a great mistake.

8. That the said James Levi Pack, prior to the discovery of the said tax sale by these complainants, erected a third dwelling house on said property, for the use and occupancy of one of his said seven children, to-wit, Robert Pack; and your complainants show to the Court that neither the said Iasiah, nor the said James Levi, nor the said Robert Pack, have paid any rent for said property, or for any part thereof since the death of the said Jason A. Pack, as shown in part in the second paragraph of this Bill of Complaint.

9. That no sufficient notice was given of said tax sale, and the advertisement,reports of sale and the ratification thereof were improper and of none effect in law.

10. That even if said tax sale be held to be proper and legal, the said transfer to the said seven children of the said James Levi Pack was unlawful, being in fraud of the rights of the other five children of the said Jason A. Pack, these plaintiffs; the said transfer to the said seven children having been negotiated entirely by their father the said James Levi Pack, in a final effort, begun immediately after the death of said Jason A . Pack, to deprive these plaintiffs of their rightful inheritance as heirs of said Jason A. Pack.

11. That your complainants are now ready ,willing and able to pay unto the said James Levi Pack, or any of the other defendants, any sums of money expended by them in obtaining such tax title aforesaid, in excess of the sums already paid out by the complainants herein for such tax expenses or purposes, insofar as any such excess sums may be determined by this Honorable Court.

TO THE END, THEREFORE:

I. That the said grantee defendants may be declared to hold the said property and the tax title thereto in trust for your complainants and the said James Levi Pack, to the extent of their lawful shares therein as heirs of their father, Jason A. Pack, deceased.

2. That all the said defendants, other than the said James Levi Pack and wife, shall be ordered by this Honorable Court to join in a deed or deeds appropriate to revest in your complainants and the said James Levi Pack, title to their lawful shares as heirs of their said father, Jason A. Pack, deceased, upon the payment by your complainants of such sums as may be determined to be in excess of sums already paid by your complainants or any of them for tax purposes aforesaid.

3. That your complainants may have such other and further relief in the premises as their cause and equity may require.

MAY IT PLEASE YOUR HONOR:

To grant unto your complainants the writ of subpoena, directed to the said defendants James L. Pack,Jr., and Clara D. Pack, his wife; Robert S. Pack, and Gladys W. Pack, his wife; Carrie V. Pack, unmarried; Margaret E. Holland, and Alexander Holland, her husband; Sadie Anderson, and Bernard Anderson, her husband; Ernest Pack, and Ruth J. Pack, his wife; Mary Jane Cager and Joseph Cager, her husband; and James Levi Pack, and Martha Pack, his wife; residing now at Anne Arundel County, giving notice to the said defendants of the objects and substance of this Bill of Complaint, and warning them to be and appear herein, on or before a certain day to be therein named and answer in the premises and abide by and perform whatever decree may be passed herein.

And they will ever pray, etc.

Jno. S. Strahorn
John S. Strahorn
John S. Strahorn, Jr.
Solicitors For Complainants

STATE OF MARYLAND, ANNE ARUNDEL COUNTY,Sct.:

I hereby certify,that on this 7th day of December, 1946,before me, the subscriber, a Notary Public for the said State, in and for the said County, personally appeared Isaiah Pack,one of the within and above named plaintiffs, who, being duly sworn, made oath in due form of law that the matters and facts set out and alleged in the foregoing Bill of Complaint are true as thereint stated to the best of his knowledge, information and belief.

(Notarial Seal) Mary M. Munroe, Notary Public

Filed Dec. 16, 1946

COMPLAINANTS' EXHIBIT NO. 1-Exam. Exh.-A. DEED.

THIS DEED, Made this twenty-sixth day of October, in the year Eighteen Hundred and Eighty-five, by me Joseph Lauterbach of Baltimore City, in the State of Maryland.

WITNESSETH: That in consideration of One Hundred and Ten dollars, I the said Joseph Lautenbach do grant unto Jason A . Pack of said County, and State.

All that lot or parcel of ground situate in Anne Arundel County,which is described as follows:

BEGINNING for the same at a Maple tree standing at the South West fork of Cat tail Branch and in the 2nd line of the land conveyed by Virginia Stewart, to Joseph Lautenbach, by deed bearing date July 2nd, 1864, and running from thence and bounding on the line of said conveyance reverse

as follows, W 89 ps to a stone, thence N 37° W 4 3/4 ps. to a post and stone, thence leaving said conveyance and running N. 36° 30' E. 75 3/4 ps to a stone, and two small pine trees each marked with six notches and two blazws, standing on the North side of the aforesaid branch, thence running S 62° 30' E. 37½ ps. to the beginning.

CONTAINING Ten acres of land in fee simple.

Test: Joseph Lautenbach (Seal)

Otto Bruner.

STATE OF MARYLAND, City of Baltimore, to wit:

I Hereby Certify, that on this Eighteenth day of November A.D. 1885, before me the subscriber a Justice of the Peace of the State of Maryland, in and for the City aforesaid personally appeared Joseph Lautenbach and acknowledged the aforegoing Deed to be his act.

Otto Bruner J.P.

State of Maryland, Baltimore City, Sct:I Hereby Certify, that Otto Bruner Esquire before whom the annexed acknowledgment was made and who has thereto subscribed his name was at the time of so doing a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments. I further certify that I am acquainted with the hand writing of the said Justice and varily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City this 1st day of December,A.D. 1885.

(Seal of the Clerk of)
(The Superior Court)
(Of Baltimore City)

James Bond

Clerk of the Superior Court.,of Baltimore City.

Recorded April 24th, 1886.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foreg_i_ng Deed was truly taken and copied from Liber S.H. No. 28 folio 208, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County,this 16th day of December,A.D. 1946.

(Court Seal)

John H. Hopkins, 3rd,,_(Seal)

Filed Dec. 16", 1946.

COMPLAINANTS' EXHIBIT NO. 2. Exam. Exh.B

IN THE MATTER OF THE TAX SALE OF THE LAND OF JASON PACK

No. 2670.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

STATE OF MARYLAND.

TREASURER'S REPORT OF SALE.

THE REPORT OF C. ALBERT HODGES, late County Treasurer of Anne Arundel County who was Treasurer at the time of default in the payment of taxes, for the year 1931, 1932, 1933, and 1934, respecr-fully shows:

1st. That he was duly appointed bonded and qualified County Treasurer for Anne Arundel County, and by virtue of his said office, Collector of State, County and School Taxes for said county and chargeable with the collection of said taxes for the years 1931, 1932, 1933, and 1934.

2nd. That, acting in pursuance of the provisions of the law for such cases made and provided, being Chapter 280 of the Acts of the General Assembly of Maryland of 1931, as amended by Chapter 582 of the Acts of 1935, as soon as the tax levy for the years 1931, 1932, 1933 and 1934 was made, tax-bills of each taxpayer were prepared, and, upon application, he either forwarded by mail or delivered in person said tax-bills to the person or persons, or corporation, to whom the property included in said bills was assessed and on the 5th day of August, 1935, there was due by the owner of a lot of ground in the 3rd Election District of said county, particularly described in The Assessment Records for Anne Arundel County, recorded in the Assessment records of Anne Arundel County, in District, No. 3, folio 1299 &c. to Jason Pack, and which by reference to said Assessment Records for Anne Arundel County will fully appear, being 10 acres land and improvements at near Jones, Anne Arundel County, Md., certain State and County Taxes for the years 1931, 1932, 1933 and 1934, which under the Act of Assembly in such case made and provided, it became the duty of the undersigned to collect, which said lot of ground was assessed to Jason Pack.

3rd. That said taxes being unpaid, and overdue and in arrear, a levy was duly made in accordance with law on said lot of ground, all the previous requirements of said Act of Assembly having been complied with, and that notice thereof, together with a copy of the bill for taxes due, interest and all costs, including that of levy, was mailed to the said Jason Pack Nr.Jones Station, Severna Park, Md.,on the 5th day of August, 1935, being his last known address, or the address shown on the Assessment books for said County, together with a notice that if the said bill for taxes, interest and costs were not paid by the Second Monday in October, 1935, the property levied upon would be sold at public sale.

4th. The Said Late Treasurer having published said list and notice in Alphabetical order by Election Districts in their numerical order for four successive weeks prior to the Second Monday in September, 1935, in the Maryland Gazette and The Southern Maryland Times, two newspapers printed and published in the City of Annapolis, County of Anne Arundel [illegible], said advertisement giving the time, terms, and place of sale, did attend at the Court House door, in the City of Annapolis, about the hour of 10 A.M.,on the 15th day of October, 1935, and did, then and there offer said lot of ground, at public sale, and sold the same for cash to the County Commissioners of Anne Arundel County, a body corporate, at and for the sum of $86.15,current money, it being then and there the highest bidder therefor, and that the said purchaser hath paid the purchase money.

4th.A. The above mentioned sales price is divided as follows:

Taxes, interest, and advertising Cost	$72.15
Treasurers' fee for selling	$ 3.00
Order Nisi	$ 4.00
Cost of Recording	$ 6.00
Held in Trust	$ 1.00

5th. That all the provisions of the Act of Assembly in the premises were duly complied with and in accordance with law.

6th The undersigned begs leave to file with this report the following exhibits as part thereof:

1st.Exhibit No. 1.-Copy of levy and notice.

2nd. Exhibit No. 2 - Copy of advertisements and Certificates

All of which is respectfully submitted,

C. Albert Hodges.

Late Treasurer and Collector of County,School and State Taxes for A.A.CO.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby certify that on this 1st day of June, 1937, before the subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared C. Albert Hodges, late Treasurer of said County and made oath in due form of law, that the matters and things stated above are true to the best of his knowledge and belief.

Foster C. Maynard,

Deputy Clerk of the Circuit Court for Anne Arundel County.

ORDER NISI.

ORDERED, , That the sale of the land in the 3rd Election District of Anne Arundel County assessed to Jason Pack, made and reported by C. Albert Hodges, late Treasurer of said county, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd day of July, next; provided a copy of this order be inserted in some newspaper published in said county once in each of three successive weeks before the 3rd day of July, next.

The Report states the amount of sale to be $86.15

Purchaser: Leonard L. Clark

County Commissioners of A. A. Co. Judge Fifth Judicial Circuit of Maryland.

CERTIFICATE OF PUBLICATION.

Annapolis, Md. June 25, 1937.

We hereby certify, that the annexed Order Nisi Tax Sale of land of Jason Pack was published in EVENING CAPITAL and MARYLAND GAZETTE newspapers published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd day of July, 1937. The first insertions being made the 9th and 10th days of June, 1937.

Nos. M.G.2446 EC. 2447 THE CAPITAL-GAZETTE PRESS, INC.

Adealine S. Moss.

Filed July 8, 1937.

Tax Sale.

3-429.PACKS, JASON. 10 acres, land and improvements situated near Jones,Anne Arundel County, Md. Taxes, Interest and Costs $85.15

CERTIFICATE OF PUBLICATION.

Annapolis, Md. June 1, 1937.

We hereby certify, that the annexed Tax Sale Jason Pack,-Third Dist. was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of October, 1935. The first insertion being made the 8th day of August, 1935.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG. 3816 By Adaline S. Moss

Filed June 1, 1937.

FINAL ORDER OF RATIFICATION.

ORDERED BY THE COURT, this day of Jan.20, 1938, that the sale made and reported by C.Albert Hodges, ~~that the sale made and reported by C. Albert Hodges,~~ late Treasurer 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 that the Treasurer be allowed the usual commissions fixed by law, and such proper expenses as he shall produce vouchers therefor.

Linwood L. Clark,

Judge Fifth Judicial Circuit of Maryland.

Filed Jan. 20, 1938.

COMPLAINANTS' EXH. NO.3. EXAM. EXH. D. DEED.

(No Stamps Required)

THIS DEED, Made this 20 day of January, 1945, by and between C. Albert Hodges, Late County Treasurer of Anne Arundel County, and the County Commissioners of Anne Arundel County, a body corporate, parties of the first part, and James L. Pack, Jr., Robert S. Pack, Carrie V. Pack, Margaret E. Holland, Sadie Anderson,Ernest Pack, and Mary Jane Cager, parties o_ the second part. WHEREAS default having been made in the payment of State, County and School taxes, due and owing on the property of Jason A. Pack, in the Third Election District of Anne Arundel County, and-

WHEREAS, C. Albert Hodges, late County Treasurer and collector of State, County and School taxes for Anne Arundel County and the State of Maryland during the year 1935, did incompliance with the provisions of the law in relation thereto, sell on October 15th,1935, the hereinafter mentioned and described property, reported in the Tax Sale Procedure of Anne Arundel County as No. 2670, and duly ratified by the Circuit Court for Anne Arundel County, January 20,1938, to and unto the County Commissioners of Anne Arundel County, and

WHEREAS, the said County Commissioners of Anne Arundel County did not acquire from the said C. Albert Hodges, Late County Treasurer, a deed for said property, the said C. Albert Hodges, Late County Treasurer, aforesaid, joins in this deed.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of eighty-five and 15/100 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Parties of the First Part do hereby grant and convey unto the said Patries of the Second Part, as joint tenants and not as tenants in common in fee simple, the following property;

ALL that lot or parcel of ground situated in Anne Arundel County, which is described as follows:

BEGINNING for the same at a maple trre standing at the S outh West fork of Cattail Branch and in the second line of the line conveyed by Virginia Stewart to Joseph Lantenback by Deed bearing date July 2nd, 1864, and running from thence and bounding on the lines of said conveyance reverse as follows: West 89 perches to a stone thence North 37 degrees West 4 3/4 perches to a post and stone, thence leaving said conveyance, and running North 36 degrees 30 minutes East 75 3/4 perches to a stone, and two small pine trees, each marked with six notches and two blazes, standing on the north side of the aforegoing branch, thence running South 62 degrees 30 minutes East 37½ perches to the beginning, containing ten acres of land in fee simple.

BEING the same property conveyed to Jason A. Pack by Joseph Lantenback by Deed dated the 26th day of October, 1885 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 28, folio 208.

TOGETHER with the improvements thereon, made or being, and the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the above described property unto and to the said James L. Pack, Jr., Robert S. Pack, Carrie V. Pack, Margaret L. Holland, Sadie Anderson, Ernest Pack and Mary Jane Cager, as joint tenants and not as tenants in common, in fee simple.

WITNESS the hands and seals of the said Grantors.

Test:

Theodore T. Pantaleo

C. Albert Hodges, (Seal_

Late County Treasurer of

Anne Arundel County

Test: (Corporate Seal) County Commissioners of

R. Harry Arnold Anne Arundel County.

Clerk By John J. Levay, President .

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this _____day of January, 1945, before me, the subscriber, a Notary Public of the State of Maryland, County aforesaid, personally appeared C. Albert Hodges, Late County Treasurer for Anne Arundel County, and John J. Levay, President of the County Commissioners of Anne Arundel County, authorized to make voice thereto, and they acknowledged the aforegoing deed to be their act.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Theodore T. Pantaleo , Notary Public

Recorded 22nd Jany. 1945, at 11:30 A.M.

State of Maryland, Anne Arundel County, Sct.

I Hereby certify, that the aforegoing Deed was truly taken and copied from Liber J.H.H. No. 321, folio 426, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof,I Hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 16th day of December, A. D., 1946.

(Court Seal) John H. Hopkins, 3rd, Clerk.

Ex. & Del to James L.Pack

Apr. 2, 1945

Filed Dec. 16, 1946.

COMPLAINANTS' EXHIBIT No. 4.Exam. Exh. C

TAX LEVY- DISTRICT NO. 3. 1945

JASON PACK, SEVERNA PARK MD. 10 ACRES & IMP. NR ROBINSON. Index Number 33825 ASSESSMENT Real & Personal $405 Total 405. Present this Bill with Your Payment.

County Tax, School Tax, Road Tax, Fire Dept. Police Dept. $2.20.

County, Real & Personal	8.91
$0.12 on $100.00 State Real & Personal	49
Total Tax	9.40 -
Interest and Penalty	.22
Total	9.62

Filed Dec. 16, 1946.

DECREE PRO CONFESSO.

All the defendants, to-wit: James L. Pack, Jr., Clara D. Pack, Robert S. Pack, and Gladys W. Pack,his wife, Carrie V.Pack, Margaret E. Holland, Alexander Holland, Sadie Anderson, Bernard Anderson, Ernest Pack, Ruth J.Pack, Mary Jane Cager, Joseph Cager, James Levi Pack, and Martha Pack, having been duly summoned herein, and having failed to appear to the Bill of Complaint and answer same, according to the command of the writs of summons,

It is thereupon, this 6" day of October, 1947, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed, that the said bill of complaint be and the same is hereby taken pro confesso against said defendants.

And it is further ordered, that leave is hereby granted to the plaintiffs to take testimony before any one of the Standing Examiners of this Court, in support of the allegations of the said Bill.

William J. McWilliams,

Judge.

Filed 6 October, 1947.

TESTIMONY ON BEHALF OF THE PLAINTIFFS.

PRESENT:-

Mr. John S. Strahorn

Mr. John S. Strahorn, Je.,
Decree Pro Confesso, October 6, 1947.

Solicitors for Plaintiffs.

Mr. Marvin I. Anderson, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

John S. Strahorn,- - - - - - - - -- --2

Isaiah Pack,- - - - - - - - - - - - - 3 to 6

Charles W. Pack,- - - - - - - - - - - 7 to 8

Laura L. Bly,- - - - - - - - - - - - -9 to 10

Maria Jane Stiles,- - - - - - - - - -11 to 12

Mr. John S. Strahorn, a witness of lawful age, being first duly sworn, deposes and says:

(Strahorn,Jr.)

1. State your name, residence and profession?

A. John S. Strahorn, Annapolis, Md., Attorney-at-Law.

2. Have you examined the records of the Orphans Court for Anne Arundel County with reference to any administration on the estate of the late Jason A. Pack, late of Anne Arundel County,deceased around 1927?

A. I have looked in the Orphans Court Administration Record book back to 1925, there has not been any administration on this estate.

3. Have you examined the records of the Anne Arundel County Circuit Court with reference to proceedings No.2670 Tax Sales for 1935 to ascertain whether any subsequent proceedings for foreclosure of right of redemption therein has been filed?

A. I have examined the Equity records of the Circuit Court and there has been no proceedings other than the one here this morning No. 9173 Equity, in which we are taking testimony.

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

A. No.

Jno. S. Strahorn

Isaiah Pack, one of the plaintiffs, being first duly sworn, deposes an d says:-

(Strahorn, Jr.)

1. State your name and residence?

A. Isaiah Pack, Severna Park Post Office, Anne Arundel County. Md.

2. What is your relation to this case?

A. I am one of the plaintiffs in this case.

3. What relation are you to the late Jason A. Pack?

A. I am his oldest son.

4. How many other children survived him?

A. Five besides myself, six head of children.

5. What are their names?

A. Isaiah Pack; Jason A. Pack; Charles W. Pack; Laura L. Bly; Maria Jane Stiles;James Levi Pack.

6. Is the youngest of these six children over twenty-one years of age?

A. Yes, he is sixty years old.

7. Did your mother die before your father?

A. Yes sir, she died in 1903.

8. Did your father marry again?

A. No.

9. When did he die?

A. March 11th, 1927.

10. What property did he own at the time of his death?

A. Ten acres near Robinson station in Anne Arundel County, Md.

11. What improvements are on that property?

A. Now, three houses.

°°°°°Certified copy of deed from Joseph Lauterbach to Jason A. Pack dated October 26th, 1885 offered in evidence as Exam. Exh. A.

12. Do you know from whom your father bought this property?

A. From Mr. Lauterbach.

13- Did your father leave a will?

A. Not that I know of.

14. Has his estate been put in the Orphans Court?

A. No sir:

15. Since your father's death who has resided on the property?

A. Me and James Levi, my brother, he is one of the defendants in this case. Recently one of his sons lived in the third house.

16. Immediately after your father's death who paid the taxes?

A. I and Levi.

17. Where had the other four brothers and sisters lived?

A. In Baltimore, Md.

18. Have they lived there since your father's death?

A. Yes sir before he died and ever since before he died.

19. When did you first learn about this property being sold for taxes?

°°°° Tax Sale case No, 2670 filed as Exam. Exh. B, the Tax sale proceedings combined in one exhibit.

A. After I paid the 1945 taxes.

20. Did you ever receive any formal notice of the Tax Sale case?

A. No sir.

21. What did James Levi Pack ever tell you, if anything, about the tax sale?

A. He told me it was sold twice and he had bought it and had the deed in his name and in his wife's name.

22. When was that he told you that?

A. That was around 1943 or 1944.

23. Who paid the 1945 tax?

A. Isaiah Pack, me.

24. Who was with you when you paid them?

A. We four, Laura Bly, Mary Stiles, Charles Pack and me.

25. I show you this Tax receipt, is that the bill you paid in 1945?

A. Yes.

°°°°° Filed as Exam. Exh. C.

26. When you paid the 1945 taxes accompanied by your two sisters and brother, what did you learn from the Tax Office?

A. I asked had any change been made on that property and he said "No.". I learned it was still in the name of my father.

27. Did you mention to James Levi Pack your having been to the tax office?

A. Yes, about two weeks later when he got well I told him that.

28. What did he say when you told him?

A. He said I ought not to paid them and he came down here the next day and had the children's name put there, and when I came to pay the 1946 taxes then I was notified what had been done.

29. What do you mean when you say "what had been done"?

A. After I came to find out about the taxes he had paid them and I was notified he had had the children's name put on the deed.

30. I show you this deed from The County Treasurer and County Commissioners dated January 20th, 1945, to James L. Pack,Jr.; Robert S. Pack; Carrie V. Pack; Margaret E. Holland; Sadie Anderson; Ernest Pack; and Mary Jane Cager, is that what you mean had been done.

A. Yes.

31. Who are those seven persons named in the deed?

A. They are Levi's children.

32. Are all of the parties named as defendants in this case over 21 years of age?

A. Yes.

33. Have the taxes been paid for 1946 and 1947?

A. We have not paid them.

34. When you came to pay the 1946 taxes what did you then find out?

A. That's when I found out he had paid the taxes and had all the names changed.

35. Had the names been changed on the Tax records?

A. The names had been changed when I came in in 1946.

36. When was the third house built on this property?

A. A couple of years ago.

37. Who occupies that house?

A. My nephew, Robert, who is Levi's son.

38. Have you or James Levi or Robert paid any rent to the other brothers and sisters?

A. No sir, I have not.

39. If a Decree be passed in this case are you ready, willing and able, to pay your share of any sum to reimburse James Levi Pack or any other of the defendants, for the money thay may have paid to obtain a deed, or for any subsequent taxes?

A. I am ready.

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

A. Not that I know of.

Isaiah Pack.

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

(Strahorn, Jr.)

1. State your name and residence?

A. Charles W. Pack, 916 Boyd st. Baltimore-23-,Maryland.

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

A. Yes.

3. What relation are you to the late Jason A. Pack?

A. He was my father, I am his son, Levi is my brother.

4. Since his death have you lived on the property at Robinson station?

A. I have not lived on the place for some forty years, I left there in 1903.

5. Have you ever received any rent from those who have lived there?

A. Not a cent.

6. What was your understanding about the taxes being paid after your father's death?

A. I thought the taxes was kept up between the two who lived on the place.

7. What two do you mean?

A. Isaiah and James Levi.

8. When did you first hear of any tax sale of your father's property?

A. Not until 1946 when we came here to pay the 1946 taxes.

9. Did you ever get a formal notice from the Court about the taxes?

A. Not from anyone.

10. Are you ready, willing and able to pay your share of any sum to reimburse James Levi and the other defendants for their monies spent to get this deed and pay taxes?

A. Yes sir, I am willing to pay my share.

11. Can you tell us why Jason A. Pack, one of the plaintiffs in this case is not present to-day?

A . I went there this morning to bring him over here and his wife is very sick, expecting her death at any time.

12. What relation is Jason A. Pack to you?

A. He is my brother a son of my father, Jason A. Pack.

13. Do you know whether he is ready, willing and able to pay his share of the expenses?

A. Yes sir I know he is, he told me that no longer than this morning.

14. To your knowledge did he know anything more about this tax sale than you have testified you knew?

A. I cannot say he did, but I can say he says he did not know any more about it than we know.

15. Was he along when you paid the 1945 taxes?

A. No, he was not along, just us four who are here now.

16. Was he here in 1946 when you found the names had been changed?

A. Yes.

17. Where does Jason live?

A. 1338 No. Carey st. ,Baltimore, Md.

18. How long has he lived in Baltimore?

A. Some years.

19. Are all of the defendants named as defendants over 21 years of age? Your brother Levi and his wife, and all of their children are over 21 years old?

A. Yes.

20. Do you know whether your father left a will?

A. He left no will but he said before he died that he wanted us children to have it.

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

A. No, that is far as I know.

Charles W. Pack.

Laura Louvinia Bly, one of the plaintiffs in this case, being first duly sworn, deposes and says:-

(Strahorn,Jr.)

1. State your name and residence?

A. Laura Louvinia Bly.

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

A. Yes.

3. What relation are you to the late Jason A. Pack?

A. Daughter.

4. Where do you live?

A. 1625 Laurens St. Baltimore. Md.

5. How long have you lived in Baltimore?

A. Since 1909.

6. Have you ever received any rent from thoseof your brothers who have lived on the property at Robinson station since your father's death?

A. No.

7. What was your understanding about the taxes being paid after your father's death?

A. They were to live on the place and keep the taxes up.

8. When did you first hear of the place being sold for taxes?

A. In 1946.

9. Did you ever receive a formal notice from the Court of the tax sale?

A. I have not received any notice.

10. Are you ready, willing and able to pay your share of any sum that may be needed to reimburse James Levi or any of the other defendants for moneys spent to get the deed from the County Commissioners or to pay other taxes?

A. Yes.

11. How was it that you learned about the tax sale in 1946?

A. When my borother came down to pay the 1946 tax he could not find my father's record in the Court.

12. Were you along at that time?

A. No, I was not along at that time, my brother sent for us and we came down.

13. Were you along when the 1945 taxes were paid?

A. I was.

14. When you were along when 1945 taxes were paid what did you then find about the property?

A. In 1945 it was the same as when my father was living, in 1946 I found it had been changed, changed to my nephews and nieces.

°°°°°Certified copy of 1946 Tax bill showing property assessed to James L . Pack,et al, is herewith filed as Examiner's Exhibit E.

To the general question under the rule the witness says:

A. I don't think so just now.

Laura L. Bly.

Maria Jane Stiles, a witness of lawful age, being first duly sworn, deposes and says (Strahorn, Jr.,)

1. State your name and residence?

A. Maria Jane Stiles, 218 So. Parish st. Baltimore, Md.

2. You are one of the plaintiffs inthis case?

A. Yes.

3. Wnat relation are you to the late Jason A, Pack.

A. Daughter.

4. Where do you live?

A. 218 So. Parish st.,Baltimore , Md.

5. How long have you lived in Baltimore, Md.?

A. Off and on since 1910.

6. Since your father's death have you ever lived on the property at Robinson Station?

A. No sir.

7. Who has?

A. My brother Levi and brother Isaiah.

8. Have you ever received any rent from those who have lived there?

A. No sir.

9. What was your understanding about the taxes being paid?

A. Levi told me he was going to keep the taxes up.

10. When did you first hear of the tax sale of this property?

A. 1946.

11. Where were you when you heard that?

A. I was here at the Tax office in the Court House.

12. Did you ever receive any formal notice from the Court about the tax sale case?

A. No.

13. Are you ready, willing and able to pay your share of any sum needed to reimburse James Levi Pack or the other defendants for what they have paid to get the deed, and the taxes?

A. Yes.

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

A. No more than my father said he wanted the place to remain as a family home, he said that when he was dying, I was with him all day the day before and on Thursday evening when he died I was still there and he died with his head on my shoulder, he said he did not want the place to change.

Maria J. Stiles.

There being no other witnesses to be examined on behalf of the plaintiff at this time, nd no further testimony desired on their behalf, this testimony is now closed, and, at request of the solicitors for plaintiffs, is returned to the Court.

Witness my hand and seal this 1st day of November, 1947.

Marvin I. Anderson, (Seal)

Examiner.

Filed November 1, 1947.

FINAL DECREE.

This cause coming on to be heard, and being submitted by the Solicitors for the plaintiffs, on bill of complaint and testimony adduced on behalf of the plaintiffs, the proceedings were read and considered by the Court.

IT IS THEREUPON, this 24 day of February, 1948, by the Circuit Court for Anne Arundel County,IN EQUITY, and by the authority thereof, ADJUDGED, ORDERED and DECREED, that the Tax

proceedings filed herein with the bill of complaint, as Exhibit No. 2, in the Matter of the Tax Sale of the property of Jason A. Pack; the same being No. 2690 Tax Sales for the year 1935 in this Court; be, and the same is hereby set aside and declared to be null and void and of none effect in law; and the deed thereunder, of January 20, 1945, from the County Commissioners of Anne Arundel County, and C. Albert Hodges, Late County Treasurer, to James L. Pack, Jr., Robert S. Pack, Carrie V. Pack, Margaret E. Holland, Sadie Anderson, Ernest Pack, and Mary Jane Cager, recorded among the land records of this county January 22, 1945, in Liber J.H.H. No. 321,folios 426 and 427, and filed in this proceedings as Complainants' Exhibit No. 3, be, and the same is hereby cancelled, annulled and set aside, and declared to be null and void, and of none effect on law.

AND it is further ADJUDGED, ORDERED and DECREED, by the authority aforesaid, that the Plaintiffs pay the costs of this proceeding.

William J. McWilliams,

Judge.

Filed February 24, 1948.

J. WALTER NICHOLS, and	:	
LOUISE C. NICHOLS, his wife,	:	NO. 9177 EQUITY
J. WILSON NICHOLS, Widower,	:	
C. ROBERT NICHOLS, Widower, and	:	IN THE
MAUDE N. BAKER, Widow,	:	CIRCUIT COURT
Complainants	:	
vs	:	FOR
MARTIN ROWLAND, also known as	:	
MARTIN ROLAND, an infant.	:	ANNE ARUNDEL COUNTY.

::::::::::::::::::::::::::::::

BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of J. Walter Nichols and Louise C. Nichols, his wife, J. Wilson Nichols, Widower, C. Robert Nichols, Widower, and Maude N. Baker, Widow, respectfully represent unto Your Honors:

1. That by deed dated October 10, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 68 folio 426 Anne E. D. Sellman conveyed unto Luther M.Nichols a tract of land containing 87.37 acres, more or less, situated in the Second Election District of Anne Arundel County. A certified copy of the aforesaid deed is filed herewith, marked "Complainants' Exhibit A", and is prayed to be taken as a part hereof.

2. That during his lifetime the said Luther M. Nichols conveyed certain parcels of the aforesaid 87.37 acre tract to the following parties: Maurice F. Alton and Prudence Alton, his wife, ten (10) acres of land, more or less, by deed dated June 18, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 93 folio 301; Richard Gutman, the Eastern one-half of Lot 3, as shown on plat made by J. Revell Carr, Surveyor, May, 1924, by deed dated August 10, 1927, and recorded in Liber F.S.R. 14, folio 433; George A.Pappas and Effie G. Pappas, his wife, Lot No. 1 by deed dated November 24, 1928, and recorded in Liber F.S.R. 41 folio 438; James Gomeljak, the Westernmost three-quarters of Lot 2 by deed dated October 1, 1933, and recorded in Liber F.S.R. 117, folio 158, and a second parcel containing

0.48 acres, more or less, by deed dated March 14, 1934, and recorded in Liber F.S.R. 123,folio 11, Donald Hopkins and Flora Hopkins, his wife, Lot 4 by deed dated October 25, 1934, and recorded in Liber F.S.R. 132 folio 436; Elizabeth M. Nichols, parts of Lots 6 and 7 by deed dated March 21,1935 and recorded in Liber F.A.M. 138 folio 129; John Walter Nichols and Alice Louise Nichols,his wife, 0.74 acres, more or less, by deed dated March 11, 1939, and recorded in Liber J.H.H. 199 folio 24; Maude Nichols Baker, 0.48 acres, more or less, by deed dated November 28, 1940, and recorded in Liber J.H.H. 228 folio 276; J. Wilson Nichols, 0.46 acres, more or less, by deed dated November 28, 1940, and recorded in Liber J.H.H. 228 folio 278; Charles Robert Nichols and Marie E.Nichols, his wife, 0.5 acres, more or less, by deed dated November 16, 1940, and recorded in Liber J.H.H. 233 folio 355; Maude Nichols Baker,0.649 acres, more or less, by deed dated May 6, 1942, and recorded in Liber J.H.H. 258 folio 371.

3. That the said Luther M. Nichols died intestate in May, 1942, leaving as his only heirs at law a daughter, Maude N. Baker, four sons, Richard Allen Nichols, C. Robert Nichols, J. Walter Nichols and J. Wilson Nichols and Martin Rowland, also known as Martin Roland, the son of Marie Nichols Rowland, also known as Marie Nichols Roland, a daughter of the said Luther M. Nichols who predeceased the said Luther M. Nichols.

4. That by deed dated May 1, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 357 folio 362 the said Richard Allen Nichols and Elizabeth .M.Nichols,his wife, conveyed unto J. Wilson Nichols and Virginia N. Nichols, his wife, and J. Walter Nichols and Louise C. Nichols, his wife, all of their right, title and interest in and to that remaining part of the aforesaid 87.37 acre tract of land of which the said Luther M. Nichols died seized and possessed and in which the said Richard Allen Nichols acquired an undivided interest as an heir at law of the said Luther M. Nichols.

5. That the Complainants have entered into an agreement or option with the Farm Bureau, a body corporate, dated May 17, 1946, whereby the Farm Bureau, a body corporate, has an option to purchase 5.476 acres, more or less, of the remaining part of the aforesaid 87.37 acre tract for the sum of Seven Thousand One Hundred and Thirteen Dollars ($7,113.00), which your Orators and Oratrices are advised and therefore aver, is a fair and reasonable price and the Farm Bureau, a body corporate, desires to exercise the option and it would be for the best interest and advantage of both the infant Respondent and the Complainants that the aforesaid 5.476 acre tract be sold to the Farm Bureau, a body corporate, and the option or agreement be ratified. The Complainants file herewith a copy of the option or agreement, a plat and the description of the aforesaid 5.476 acre tract made by J. Revell Carr, Surveyor, marked "Complainants' Exhibit B","Complainants' Exhibit C" and "Complainants' Exhibit D2 respectively, and pray that the same be taken as a part hereof.

To The End Therefore:

(a) That a decree may be passed for a sale of the real estate contracted to be sold.

(b) That the option or agreement of sale be ratified and confirmed by this Honorable Court and a Trustee be appointed for the purpose of consummating the same and transferring the estate of said infant, Martin Rowland, also known as Martin Roland, and the other parties in interest, to the Vendee.

(c) That the proceedings of sale may be brought into Court for distribution under its order in accordance with respective rights and interests of the parties thereto.

(d) That your Orators and Oratrices may have such other and further relief as their case may require.

May it please Your Honors to grant unto the Complainants the Writ of Subpoena directed to the Respondent, Martin Rowland, also known as Martin Roland, in care of Maude N. Baker, residing near Three Mile Oak, Defense Highway, Anne Arundel County, Maryland, commanding and directing him to be and appear in this Court on some certain day to be named therein to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Noah A Hillman, Solicitor forComplainants.

Filed Dec. 24, 1946.

EXHIBIT "A" EXAM.EXH. 1 ; DEED.

($8.00) Rev. Stamp)

THIS DEED made this 10th day of October, in the year 1923, by Anne E. D. Sellman, single, of the first part and Luther M. Nichols, of the second part, both of Anne Arundel County, Maryland.

WITNESSETH: That for and in consideration of the sum of Eight Thousand Dollars paid by the party of the second part unto the party of the first part, receipt whereof is hereby acknowledged, said party of the first part hath bargained and sold, and by these presents doth grant and convey unto the said Luther M. Nichols, his heirs and assigns in fee simple, all that tract of land situate in the Second Election District of Anne Arundel County, Maryland, described as follows in a survey thereof made by J. Carson Boush, Surveyor, Viz:

BEGINNING for the same at the end of the second line of the whole tract, and running thence and with the third line North 2° East 1633 feet to a stone, a corner of the 2½ acre tract heretofore conveyeyed to the Annapolis Water Company, thence with the line of said conveyance, North 24° 45' East 560 feet to the center of the County Road leading from Annapolis to Chesterfield; thence with the center of said road south 61° 30' East 790 feet, thence south 69' East 500 feet, thence South 72° 15' East 600 feet,thence North 83° 30' East 525 feet, thnce leaving said road and running South o° 30' East 923 feet to intersect the aforesaid second line of the whole tract thence with saud line South 77° 15' West 2615 feet to the place of beginning, containing 84.37 acres of land, more or less.

BEING part of Lot No. 4, in the division of the Dorsey property, which by deed of partition, dated March 9, 1886, and recorded in the Land Records of Anne Arundel County, in Liber S.H. No. 27, folio 628 &c. was awarded to Richard Dorsey, and by his Last Will and testament, dated 18th of June, 1904, and recorded in the Office of the Register of Wills of Anne Arundel County, in Liber B.R.D.No. 1,folio 65, and duly probated by said Court, on the 16th day of December, 1907, passed to the said Anne E. D. Sellman;-the life tenant under said will, Mary Laura Sellman having departed this this life in the year 1907, subsequent to the death of her uncle, said Richard Dorsey, from whom she took took under his last will a life estate in said property.

Subject, Nevertheless, to all the rights of The Annapolis Water Company,as acquired by deeds from Esses R. Dorsey, and his children, (1) by deed dated 20th. of January 1886, and recorded in the Land Records of said County in Liber S.H. No. 1, folio 154 &c. (2) By deed from Anne E. Dorsey and Richard Dorsey, dated 9th. of October, 1886, and recorded as aforesaid in Liber S.H. No. 28, folio 643 &C. and any other deeds or contracts between said Annapolis Water Company and said Essex Dorsey and Anne E. Dorsey, his wife, and his, heirs, touching the water rights, timber rights, and rights to dig trenches and ditches for the purpose of laying water pipes and repairing and constructing same from time to time as the case may require.

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

TO HAVE AND TO HOLD the above described property unto and to said Luther M. Nichols, his heirs and Assigns, in fee simple, forever.

AND the party of the first part doth hereby covenant and agree with the party of the second part, that the title to the property hereby granted is good and merchantable and free from emcumbrances, that she will warrant specially the title to said property and will execute such other and further assurances of same as may be requisite.

AND The said party of the second part, Luther M. Nichols, for himself, his heirs and assigns, doth hereby covenant and agree with said Anne E. D. Sellman, her heirs and assigns, that neither he nor his said heirs or assigns, shall be suffered or permitted to sell any portion of the land hereby conveyed to any negro or person of African descent, within three hundred feet of the public road leading from Parole to the Annapolis Water Works.

In Witness Whereof, the party of the first part and the second part have hereto set their hands and seals.

Test: Anne E. D. Sellman (Seal)

Ethel T. Jickling. Luther M. Nichols (Seal)

STATE OF MARYLAND, Anne Arundel County, SS:

I Hereby Certify, that on this 10th day of October in the year 1923, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Anne E. D. Sellman, and acknowledged the aforegoing deed to be her Act.

Witness my hand and seal Notarial.

(Notarial Seal) Ethel T. Jickling, Notary Public

Recorded 19th, October, 1923, at 3 o'clock P.M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber W.N.W. No. 68, folio 426, one of the Land RecordsBooks for Anne Arundel County.

In Testimony Whereof I Hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 21st day of December, A.D., 1946.

(Court Seal) John H. Hopkins, 3rd, Clerk.

Filed Dec. 24, 1946

EXHIBIT " B " Exam. Ex. 2 - AGREEMENT.

OPTION.

THIS AGREEMENT, made this 17th day of May, in the year nineteen hundred and forty-six, by J. Wilson Nichols, agent for the Estate of Luther M. Nichols, deceased, of Anne Arundel County, State of Maryland.

Whereas the said J. Wilson Nichols, agent for the Estate of Luther M. Nichols, deceased, has this day given Francis E. Gardiner, agent for Farm Bureau, a body corporate, the option to purchase the tracts of land hereinafter described and the improvements thereon (if any) at and for the sum of Six Thousand six hundred and twenty-five ($6625.00) Dollars, on or before the 17th day of August, 1946.

NOW THEREFORE, this agreement witnesseth: that for and in consideration of the premises and the sum of One Hundred ($100.00) Dollars, in hand paid the receipt of which is hereby acknowledged, the said J. Wilson Nichols, agent for the Estate of Luther M. Nichols, deceased, for himself, the heirs and assigns of the said estate, covenant, promise and agree with the said Francis E. Gardiner, agent for Farm Bureau, a body corporate, its successors or assigns, will on or before the 17th day of August, 1946, upon the payment of the said sum of Six Thousand six hundred and

twenty-five ($6625.00) Dollars, by a good and sufficient deed, grant and convey, or cause and procure to be conveyed unto the said Farm Bureau, a body corporate, its successors or assigns, in fee simple and clear of all incumbrances, all those tracts of land situate and lying in the Second Election District of Anne Arundel County, Maryland, and described as follows:

First: All that parcel of land containing one and one quarter (1¼) acres, more or less, with a frontage on the Defense Highway of 250 feet, more or less. It is hereby agreed and understood that the purchase price of this tract of land is Five Thousand ($5000.00) Dollars, and further. that the Options may exercise his right of option on this tract free and clear of the tract hereinafter described.

Second: All that tract or parcel of ground containing three and one-quarter (3¼) acres, more or less, to the rear of the tract set forth immediately above. It is hereby agreed and understood that this tract is sold on the basis of $500.00 per acre.

And it is further agreed that should the said party of the second part fail to pay or cause to be paid or tender the payments as hereinabove set out on or before the 17th day of August, 1946, then this agreement shall be null and void, otherwise to be in full force.

Witness our hands and seals the day and year first above written.

/s/ Maude N. Baker

/s/ _____(SEAL)
J. Wilson Nichols,agent for the
Estate of Luther M. Nichols,

WITNESS:

_____
/s/ T. Carroll Worthington

/s/ _____(SEAL)
Francis E. Gardiner,Agent for
Farm Bureau, a body corporate

For value received this option is extended for a period of forty-five days from the above mentioned date of expiration, and, if accepted on or before September 30th,1946, the said party of the first part agrees to have executed a deed conveying good and marketable title to the above described premises.

It witness whereof we have hereunto set our hand s and seals this 16th day of August,1946.

_____ _____(SEAL)
/s/ J. Wilson Nichols, agent for the
Estate of Luther M. Nichols.

_____(SEAL)
/s/ Francis E. Gardiner, agent for
Farm Bureau, a body corporate.

Filed Dec. 24, 1946.

EXHIBITS "C" AND "D" September 24, 1946.

Description of 5.476 acre lot surveyed for the Farm Bureau

out of the LUTHER M. NICHOLS ESTATE.

BEGINNING for the same at an iron pipe now set on the south side of the Defense Highway at the northwest corner of a 0.48 acre lot heretofore conveyed to Maude Nichols Baker by Luther M. Nichols Widower, by deed dated November 28, 1940 and recorded in Liber J.H.H. No. 228, folio 276, the said iron pipe and place of beginning is distant as measured along the said south side of the Defense Highway, South 84 degrees 40 minutes west 110.0 feet from another iron pipe at the northeast corner of the whole tract hereinafter mentioned, which is also the northwest corner of the land owned by Annie E. D. Sellman, which was subdivided into lots July, 1931 and surveyed by J. Revell Carr, which said plat is called "PROPERTY OF ANNIE E. D. SELLMAN, SUB-DIVISION PLAT NO. 2,ANNE ARUNDEL COUNTY, MARYLAND, JULY 1931", thence running from the said beginning point so fixed leaving the said Maude Nichols Baker lot and along the said south side of the Defense Highway South 84 degrees 40

minutes west 245.0 feet to another iron pipe, thence leaving said Highway and running through part of the said whole tract,South 19 degrees 02 minutes west 200.0 feet to another iron pipe, thence South 3 degrees 44 minutes west 370.0 feet to another iron pipe, thence South 77 degrees 21 minutes east 458.0 feet to another iron pipe now set in the easterly boundary line of the said mentioned whole tract, it being also the westerly boundary line of the above mentioned ANNIE E. D. SELLMAN property, thence with said line North 0 degrees 21 minutes west 491.9 feet to another iron pipe at the southeast corner of the first mentioned Maude Nichols Baker 0.48 acre lot thence leaving the said last mentioned easterly boundary line and running with the south and west lines of the said Maude Nichols Baker lot, South 84 degrees 55 minutes west 115.0 feet to another iron pipe, thence North one degree 05 minutes east 200.0 feet to the place of beginning. Containing 5.476 acres of land, according to a survey and plat by J. Revell Carr, Sept. 1946. (Plat attached).

Filed Dec. 24, 1946

PETITION FOR GUARDIAN AT LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the Complainants respectfully show unto YOUR HONORS:

1. That the Respondent, Martin Rowland, also known as Martin Roland, has been duly summoned to appear to this suit; and being a minor he can neither affirm nor deny the allegations of the Bill of Complaint; nor can he file an Answer thereto except by Guardian Ad Litem.

Wherefore, your petitioners pray that a Guardian Ad Litem be appointed to appear for the said infant Respondent.

And as in duty bound, etc..

Noah A. Hillman,

Solicitor for Petitioners

Filed December 30, 1946.

ORDER.

UPON the aforegoing Petition it is ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, this 2 day of January, 1947, that C. Osborne Duvall be and he is hereby appointed Guardian Ad Litem for Martin Rowland, also known as Martin Roland, in the above cause.

William J. McWilliams, A. J.

Filed 2 January, 1947.

ANSWER OF GUARDIAN AD LITEM.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Martin Rowland, also known as Martin Roland, infant, by C. Osborne Duvall,his guardian ad litem, respectfully shows:

1. That he is a minor, and is therefore unable to admit or deny the allegations of the Bill of Complaint in this Court exhibited against him, and he submits his rights to the protection of the Court.

And, as in duty bound, etc.,

C. Osborne Duvall. Guardian Ad Litem

Filed Jany. 3, 1947.

PETITION TO TAKE TESTIMONY.

To the Honorable, the Judges of said Court:

The Petition of the Complainants, by Noah A. Hillman, their Solicitor, respectfully shows:

1. That the infant defendant in this case has been duly summoned.
2. That an answer has been filed for the infant defendant by his guardian ad litem and this

cause is now ready for the taking of testimony in support of the allegations of the Bill of Complaint.

WHEREUPON, your petitioners pray the Court to pass an order allowing them to take testimony before one of the Standing Examiners of this Court.

And, as in duty bound, etc.

Noah A. Hillman,

Solicitor for Complainants.

Filed Jany. 4, 1947.

ORDER OF COURT.

ORDERED, this 6th day of January, 1947, by the Circuit Court for Anne Arundel County, in Equity, that the petitioners be and are authorized to take testimony in support of the allegations of the Bill of Complaint, before one of the Standing Examiners of this Court.

William J. McWilliams, Judge.

Filed 6 January, 1947.

TESTIMONY ON BEHALF OF THE PLAINTIFFS.

PRESENT:-

Mr. Noah A. Hillman, Solicitor for Plaintiffs.

Mr. C. Osborne Duvall, Solicitor for Guardian ad Litem.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

°°°°°Agreement of counsel to waive signatures.

WITNESSES:-

John W. Nichols, ----------2 to 4

T. Carroll Worthington,-------5 to 6.

John W. Nichols, one of the Plaintiffs, being first duly sworn,deposes and says:-

(Hillman).

1. State your name and residence?

A. John W. Nichols, Defense Highway, Route 1, Annapolis, Md.

2. Who was Luther Nichols?

A. My father.

3. I hand you a deed from Anne E. D. Sellman to Luther M. Nichols to 84.37 acres of land in Anne Arundel County and ask you if that is a true copy of the deed to your father?

A. It is.

°°°°°°°°Filed as Exam. Exh. 1.

4. Is your father living or dead?

A. He is dead, he died in May, 1942.

5. During your father's life time did he convey away certain portions of this tract?

A. Yes.

6. The Bill states that he conveyed 10 acres of land to Maurice F. Alton and wife; to Richard Gutman the Western one-half of Lot 3 as shown on Plat made by - Revell Carr ;; toGeorge A. Pappas and wife Lot 1; the Westernmost 3/4 of Lot 2 to James Gomoljak; and a second parcel to James Gomoljak containing 0?48 acres of land; to Donald Hopkins and wife a lot described as Lot No. 4; parts of Lotd 6 and 7 to Elizabeth M. Nichols; to John Walter Nichols and wife 0.74 acres more or less; To Maude Nichols Baker lot 0.48 acres; to J. Wilson Nichols, 0.46 acres; To Robert Charles Nichols and wife 0.5 acres; to Maude Nichols Baker 0.649 acres all of which are described in the Bill of Complaint. Do you know that these are the lots your father conveyed away in his

life time.

A. Yes I do.

7. When your father died was your mother living or had she pre-deceased him?

A. She pre-deceased him.

8. Your father left as his only heirs at law what children?

A. Maud_ N. Baker, a daughter and four sons: Richard Allen Nichols, C. Robert Nichols, J.Walter Nichols, and J. Wilson, and Martin,- Rowland.

9. Did your father also have a child, Marie Nichols Roland?

A. Yes.

10. Is she living or dead?

A. She is dead.

11. Did she die prior to your father's death or afterwards?

A. She died before.

12. Did she leave surviving her any children?

A. She left one Arthur Martin Rowland.

13. Is he the same person described in the Bill of Complaint as Martin Rowland, also known as Martin Roland, an infant?

A. Yes.

14. With whom does Martin Rowland make his home?

A. With Maude Nichols Baker.

15. Is it correct that your brother, Richard Allen Nichols and his wife conveyed to J.Wilson Nichols and wife and J. Walter Nichols and wife, his interest in the land of which he became an heir with the rest of you?

A. Yes.

16. That deed is on record as described in the Bill of Complaint?

A. Yes it is.

17. Was Administration had on your father's estate?

A. Yes.

18. And the administration has been closed and final account made?

A. Yes.

19. Are there any liens against this property?

A. Yes, there is a mortgage which will be paid off at the close of this transaction?

20. An option has been granted to The Farm Bureau for the purchase of this tract of ground described here, you are familiar with that option?

A. Yes.

21. Mr. Worthington has said the land contained 5.476 acres as shown on the plat and agreed to be sold for $7113, do you consider that price to be fair and reasonable?

A. I do.

22. Are all of the heirs at law of Luther Nichols parties to this case either as plaintiff or defendant?

A. Yes.

23. Do you think it would be to the interest of the parties and specially the interest of the infant defendant, Martin Rowland, that the property be sold?

A. Yes.

24. And the proceeds be divided according to their respective shares?

A. Yes.

25. When will Martin Rowland be 21 years of age?

A. July 29th, 1947.

26. Is it your desire then, with the others, that the Court decree would ratify this option and agreement of sale?

A. Yes.

°°°°°° Agreement filed as Exam. Exh. 2.

Plat filed as Exam. Exh. 3.

No Cross Examination.

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

A. No.

John W. Nichols.

T. Carroll Worthington, a witness of lawful age, being first duly sworn,deposes and says:-

(Hillman)

1. State your name and residence?

A. T. Carroll Worthington, 236 Main St., Annapolis, Md.

2. What is your occupation?

A. Realtor.

3. How long have you been in the rear estate business?

A. Since 1924.

4. In connection with your work do you do appraisal work?

A. I do.

5. Are you familiar with the Luther Nichols farm at 3 Mile Oak, which is the property described in the Bill of Complaint?

A. I am.

6. The Bill of Complaint describes a portion of this property as 5.476 acres on which an option has been given to The Farm Bureau,have you examined that tract?

A. I have, I was there the day it was surveyed.

7. Can you state how the land lies and what part of the Nichols tract it comes out of?

A. There are 245 feet frontage on the Defense Highway and runs back an irregular depth about 570 feet on one side and 691 on the other side and the back line is 458 feet.

8. Does that include or exclude this rectangular shaped lot which I show you on this Blue print marked Exhibit 3, and noted "Maud_ N. Baker".

A. That does exclude it.

9. The Farm Bureau has an option for the purchase of this tract you have described at the price of $7113, in your opinion, is that a fair price for the tract of land, and if so,how do you reckon it?

A. It is. That was based on $1,000 for the front lots 200 feet deep which made $5,000, and the land back of the frontlots based on $500 an acre.

10. At present this is farm land?

A. It is.

11. Do you think it is for the best interest of all the parties in this case that it be sold at that price?

A. I do,

12. Do you think it is particularly for the best interest of the infant in this case that it be sold?

A. I do.

13. Is the price offered the fair, reasonable and market value of the property?

A. It is.

No Cross Examination.

To the general question under the rule the witness says:

A. No.

T. Carroll Worthington.

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

Witness my hand and seal this 14th day of February, 1947.

Jno. S. Strahorn, (Seal) Examiner.

Filed February 14, 1947.

D E C R EE .

This cause standing ready for hearing and being submitted the Bill of Complaint, Exhibits and all other proceedings were by the Court read and considered.

It appearing that the sale of the 5.476 acres of land mentioned in these proceedings at and for the price of $ 7,113.00 is fair, reasonable and for the best interests of the infant defendant as well as the other parties, it is thereupon, this 17" day of February, 1947, by the Circuit Court for Anne Arundel County, in Equity.

ADJUDGED, ORDERED AND DECREED that the real estate mentioned in the proceedings, to wit, 5.476 acres of land, be sold to Farm Bureau, a body corporate, at and for the sum of $7,113.00 and that Noah A. Hillman be and is hereby appointed Trustee to make such sale and that the course and manner of his proceedings be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself with a surety or sureties to be approved by the Clerk of this Court in the penalty of $7000.00 Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future order or decree in the premises; he shall proceed to make the said sale, for cash, provided that payment therefor shall be as follows:

A deposit of One Thousand Dollars shall be paid to the Trustee within ten (10) days after the filing and approval of the bond aforesaid; the balance to be paid in cash on the final ratification of such sale by this Court, deferred payment not to bear interest unless delay in ratification is caused by some act on the part of the purchaser.

And as soon as may be convenient after the payment of the aforesaid One Thousand Dollars,the Trustee shall return to this Court a full and particular account of said sale, with an affidavit of the truth thereof, and of the fairness of such sale annexed. And on ratification of such sale by this Court, and on the payment of the whole purchase money, (and not before) the said Trustee by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser of said property, free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the said Trustee shall bring into this Court the money arising from such sale, to be

disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commissions to the said Trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged this trust.

William J. McWilliams, Judge.

Filed February 17, 1947.

PETITION TO AMEND DECREE OF FEBRUARY 17, 1947.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of J. Walter Nichols and all of the other Plaintiffs, by Noah A. Hillman, their Solicitor, respectfully shows:

1. That the Bill of Complaint filed in this cause was for the purpose of sale of 5.476 acres of land to Farm Bureau, a body corporate, which body corporate proposes to erect a "freezer " plant on said land.

2. That on February 17, 1947 this Court passed a decree for the sale of said land which provided that the Plaintiff's Solicitor be appointed Trustee to make such sale and that he should first file a bond.

3. That the purchaser of said land found that a large amount of water would be consumed in operation of its plant and considerable volume would have to be carried off; and that the land it proposes to purchase from the Plaintiffs and the infant Defendant herein, may not be sufficient to absorb the waste water.

4. That the Plaintiffs have agreed to grant the purchaser an easement over the balance of their land, as hereinafter shown, for the purpose of carrying off the waste water from the operation of the plant to be erected; and it is believed that this is of benefit not only to the purchaser but to the Plaintiffs because it will avoid seepage of water from the tract sold onto the balance of land owned by the parties to this cause in that the excess water will be piped through the easement area to a natural ravine.

5. That Plaintiffs' Solicitor has not qualified as Trustee yet under the aforesaid decree.

6. That the purchaser has caused a survey and plat to be made of the proposed easement area. A copy of the plat and a description by J. Revell Carr, Surveyor, is filed herewith and prayed to be taken as part hereof.

7. That the Plaintiffs have agreed not to make any charge for the easement inasmuch as they believe the same will be of benefit to the remainder of the land.

8. That it would be for the best interest of all parties to this cause, including the infant Defendant, to decree a sale of the land together with the easement at the agreed sum to wit, $ 7,113.00.

WHEREFORE, your petitioners pray the Court to amend the decree of February 17, 1947, to the extent of granting the easement shown on the annexed plat and description.

And, as in duty bound, etc.

Noah A. Hillman

Solicitor for Plaintiffs.

STATE OF MARYLAND, Anne Arundel County, to wit:

I Hereby certify, that on this 5th day of May, 1947, before me, the subscriber, a Notary Public of the State of Maryland,in and for the County aforesaid,personally appeared J.Walter Nichols, one of the Plaintiffs, and made oath in due form of law that the matters and facts set forth above

are true to the best of his knowledge and belief.
As witness my hand and Notarial Seal.

(Notarial Seal) Lillian M. Fine, Notary Public.

April 24, 1947.

Description of a 6.0 foot Right of Way from the 5.476 acre tract purchased from the Luther M.Nichols heir's over the said tract to the head of a ravine.

BEGINNING for the same at a point in the South 77 degree 21 minute east 458.0 foot line of the 5.476 acre tract of land surveyed for the Farm Bureau September 1946 to be conveyed by _____ to _____ the said point and place of beginning is distant South 77 degrees 21minutes east 169.0 feet from an iron pipe at the beginning of the above mentioned South 77 degree 21 minute east 458.0 foot line, thence running from the said beginning point so fixed leaving the said 5.476 acre tract of land and running across part of the land of the heir's of Luther M.Nichols so as to form the center of a 6.0 foot right of way, South 27 degrees 51 minutes west 405.44 feet to an iron pipe now set at or near the head of a ravine where water will flow to said pipe from a northerly direction, easterly direction, and southerly direction, thence in a general westerly direction and following the natural flow of water down said Ravine, according to a survey and plat by J. Revell Carr April 23, 1947.

BEING part of said whole tract _____ (Plat attached)

J. Revell Carr.

Filed May 5, 1947.

AMENDED DECREE.

The Petition to amend the Decree of February 17, 1947, and Exhibits, having been by the Court read and considered, it is thereupon, this 6 day of May, 1947, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED AND DECREED that the real estate mentioned in the proceedings, to wit, 5.476 acres of land, be sold to Farm Bureau, a body corporate, with the right to an easement for the purpose of carrying off excess waters,as shown on the plat filed in this cause, at and for the sum of $ 7,113.00 and that Noah A. Hillman be and is hereby appointed Trustee to make such sale and that the course and manner of his proceedings be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself with a surety or sureties to be approved by the Clerk of this Court in the penalty of SEVEN THOUSAND DOLLARS ($ 7,000.00), conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future order or decree in the premises; he shall proceed to make the said sale, for cash, provided that payment therefor shall be as follows:

A deposit of One Thousand Dollars shall be paid to the Trustee within ten (10) days after the filing and approval of the bond aforesaid; the balance to be paid in cash on the final ratification of such sale by this Court, deferred payment not to bear interest unless delay in ratification is caused bysome act on the part of the purchaser.

And as soon as may be convenient after the payment of the aforesaid One Thousand Dollars, the Trustee shall return to this Court a full and particular account of said sale ,with an affidavit of the truth thereof, and of the fairness of such sale annexed. And on ratification of such sale by this Court, and on the payment of the whole purchase money,(and not before) the said Trustee by a good and sufficient deed to be executed and acknowledged agreeably by law, shall

convey to the purchaser of said property, free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the said Trustee shall bring into this Court the money arising from such sale, to be disposed of under the direction of this Court,after deducting therefrom the costs of this suit and such commissions to the said Trustee as the Court shall think proper to allow in consideration of the skill,attention and fidelity wherewith he shall appear to have discharged this trust.

William J. McWilliams, Judge.

Filed May 6, 1947

TRUSTEE'S BOND.

A stock company- established 1890.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Home Office Baltimore.

KNOW ALL MEN BY THESE PRESENTS: That we, Noah A. Hillman, Maryland Hotel Building,Annapolis,Maryland, 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 Seven Thousand and 00/100 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 13th day of May in the year of our Lord one thousand nine hundred and forty-seven.

WHEREAS, the above bounden Noah A. Hillman by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell the 5.476 Acres of land mentioned in the proceedings in the case of J. Walter Nichols et al vs Martin Rowland, etc. now pending in said Court:

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

Signed, sealed and delivered in the presence of

Lillian M. Fine

As to Surety

By- Betty L. Carson

Noah A. Hillman, (Seal)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BY Wesley C. Brooks-
Attorney-in-fact.

STATE OF MARYLAND, BALTIMORE CITY, SCT.

KNOW ALL MEN BY THESE PRESENTS: THAT the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, A CORPORATION OF THE State of Maryland, does hereby constitute and appoint Wesley C. Brooks,Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind,character and description that are or may be required to be filed in any Court in or of the State of Maryland, and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers.This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND duly affixed by its Vice-President and attested by its Assistant Secretary, this 21st day of April, 1932.

(Corporate Seal) FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Attest: By E. R. Nuttle, Vice President

J. G. Yost, Assistant Secretary

I Hereby Certify that the above is a correct and true copy of the original Power of Attorney.

February 27, 1947

Fidelity and Deposit Company of Maryland

T. N. Ferciot, Jr.,Assistant Secretary. (SEAL)

BOND APPROVED this 19" day of May, 1947,

John H. Hopkins, 3rd, CLERK.

Filed May 19, 1947

PETITION CORRECTING NAME OF PURCHASER TO ANNE ARUNDEL FARM BUREAU COOPERATIVE, INC.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Noah A. Hillman, Trustee, respectfully shows:

1. That he was appointed trustee in this matter by this Honorable Court to make sale of the property mentioned in the proceedings.

2. That he is familiar with all of the parties and circumstances surrounding the matter of sale and that throughout these proceedings the name of the purchaser has been referred to as "Farm Burean, a body corporate".

3. That the full and correct corporate name of the purchaser is "Anne Arundel Farm Bureau Cooperative, Inc.", a body corporate of the State of Maryland.

4. That inasmuch as some question may arise in the future as to whether the Grantee in the deed to be executed by your Petitioner has been correctly named, or whether said Grantee and "Farm Bureau" are one and the same, your Petitioner believes it for the best interest of all concerned that the matter be settled at this time.

WHEREFORE, your Petitioner prays the Court to pass an order clarifying and correcting the use of the shortened name of the purchaser, "Farm Bureau", to that of "Anne Arundel Farm Bureau Co-operative, Inc.,"

AND as in duty bound, etc.

Noah A. Hillman, Trustee.

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 20th day of May, 1947,before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Noah A. Hillman, Trustee, who made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated, according to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal.) Lillian M. Fine, Notary Public.

Filed May 21, 1947

ORDER OF COURT.

The Petition of Noah A. Hillman, Trustee, having been by the Court read and cpnsidered, it is is ORDERED, this 5 day of June, 1947, by the Circuit Court for Anne Arundel County, in Equity, that the name of the purchaser of the property described in these proceedings be corrected to read "Anne Arundel Farm Bureau Cooperative, Inc."

William J. McWilliams,

Judge.

Filed 5 June, 1947

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Noah A. Hillman, Trustee, appointed by the decree in this cause, to make sale of the real estate therein mentioned respectfully shows: that after giving bond with security for the faithful discharge of his trust, as required by said decree, he did sell to Anne Arundel Farm Bureau Cooperative, Inc., a body corporate, the property mentioned in these proceedings at private sale for the sum of $7,113.00, that is to say: 5.476 acres of land, with the right of an easement for the purpose of carrying off excess waters, and described as follows:

BEGINNING for the same at an iron pipe now set on the south side of the Defense Highway at the northwest corner of a 0.48 acre lot heretofore conveyed to Maude Nichols Baker by Luther M.Nichols, widower, by deed dated November 28, 1940 and recorded in Liber J.H.H. No. 228,folio 276, the said iron pipe and place of beginning is distant as measured along the said south side of the Defense Highway, South 84 degrees 40 minutes west 110.0 feet from another iron pipe at the northeast corner of the whole tract hereinafter mentioned, which is also the northwest corner of the land owned by Annie E. D. Sellman, which was subdivided into lots July 1931 and surveyed by J. Revell Carr, which said plat is called "PROPERTY OF ANNIE E. D. SELLMAN, SUB-DIVISION PLAT NO. 2,ANNE ARUNDEL COUNTY, MARYLAND, JULY 1931", thence running from the said beginning point so fixed leaving the said Maude Nichols Baker lot and along the said south side of the Defense Highway South 84 degrees 40 minutes west 245.0 feet to another iron pipe, thence leaving said Highway and running through part of the said whole tract, South 19 degrees 02 minutes west 200.0 feet to another iron pipe, thence South 3 degrees 44 minutes west 370.0 feet to another iron pipe, thence South 77 degrees 21 minutes east 458.0 feet to another iron pipe now set in the easterly boundary line of the said mentioned whole tract, it being also the westerly boundary line of thr above mentioned ANNIE E. D. SELLMAN property, thence with said line North 0 degrees 21 minutes west 491.9 feet to another iron pipe at the southeast corner of the first mentioned Maude Nichols Baker 0.48 acre lot thence leaving the said last mentioned easterly boundary line and running with the south and west lines of the said Maude Nichols Baker lot, South 84 degrees 55 minutes west 115.0 feet to another iron pipe, thence North one degree 05 minutes east 200.0 feet to the place of beginning. Containing 5.476 acres of land,according to a survey and plat by J. Revell Carr, Sept. 1946.

The description of the 6.0 foot Right-of-Way to be granted for the pirpose of carrying off excess waters is as follows:

BEGINNING for the same at a point in the South 77 degree 21 minute east 458.0 foot line of the 5.476 acre tract of land surveyed for the Farm Bureau September 1946 to be conveyed by _____to _____ the said point and place of beginning is distant South 77 degrees 21 minutes east 169.0 feet from an iron pipe at the beginning of the above mentioned South 77 defree 21 minute east 458.0 foot line, thence running from the said beginning point so fixed leaving the said 5.476 acre tract of land and running across part of the land of the heir's of Luther M. Nichols so as to form the center of a 6.0 foot right of way, South 27 degrees 51 minutes west 405.44 feet to an iron pipe now set at or near the head of a ravine where water will flow to said pipe from a northerly direction, easterly direction, and southerly direction, thence in a general westerly direction and following the natural flow of water down said Ravine, according to a survey and plat by J. Revell Carr, April 23, 1947.

BEING part of that whole tract_____,

That the purchaser has paid One Thousand Dollars ($1,000.00) to the Trustee and agrees to the terms of the sale.

The price obtained for the property is a fair and reasonable one and the ratification of the sale as made is recommended.

ALL of which is respectfully submitted.

Noah A. Hillman, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 4th day of June, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Noah A. Hillman, Trustee, and made oath in due form of law that the matter and things set forth in the aforegoing report of sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) Lillian M. Fine, Notary Public.

Filed June 7, 1947

Order Nisi.

ORDERED, this 7" day of June, 1947, That the sale of the property mentioned in these proceedings made and reported by Noah A. Hillman, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9" day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9" day of July, next.

The report states that the amount of sales to be $7,113.00

John H. Hopkins, 3rd, Clerk.

Filed June 7, 1947.

CERTIFICATE OF PUBLICATION.

Annapolis, Md. July 8th, 1947.

We hereby certify, that the annexed ORDER NISI J. Walter Nichols vs Martin Rowland was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of July, 1947. Th e first insertion being made the 10th day of June, 1947.

THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 1780 By Mae Carlson.

Filed July 8, 1947.

FINAL ORDER.

ORDERED BY THE COURT, This 10 day of July, 1947, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

William J. McWilliams, A. J.

Filed 10 July, 1947.

AUDITOR'S REPORT AND ACCOUNT AND CONSENT TO RATIFICATION.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account August 11, 1947.

All of which is respectfully submitted,

Laura R. Jickling, Auditor.

We, the undersigned, do hereby assent to the immediate ratification of the within Account.

Maude N. Baker

C. Robert Nichols
J. Walter Nichols
Louise C. Nichols
J. Wilson Nichols
Martin Rowland

August 14, 1947.

Dr. J. Walter Nichols and Wife,et al, vs Martin Rowland, Infant, etc., in ac.

To Trustee for Commissions, viz:		243.39
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	27.75	
Jos. W. Alton-Sheriff's costs	1.70	
Auditor-stating this account	18.00	57.45
To Trustee for Expenses, viz:		
Capital-Gazette Press-Order Nisi (Sale)	5.00	
Capital-Gazette Press-Order Nisi (Acct.)	5.00	
John S. Strahorn-Examiner's fee	8.00	
Juliet D. Strahorn-Stenographer	4.00	
C. Osborne Duvall-Guardian ad Litem	4.00	
Fidelity & Deposit Co.-bond premium	28.00	
Clerk of Court- certified copy (deed)	2.25	
Clerk of Court-recording plats	30.00	
J. Revell Carr-survey andplat	40.00	
T. Carroll Worthington,Agent's Commission (Order of 8/6/47)	700.00	
Clerk of Court-recording releases	3,00	
One-half Federal revenue stamps	4.13	
One-half State revenue stamps	4.12	
Lillian M. Fine, -notary fees	2.50	840.00
To Trustee for Taxes, viz:		
1947 State and County taxes-adjusted		6.30
To Trustees for Liens, viz:		
Chas. F. Lee, Trustee of Estate of Thomas McGuckian-in full payment mortgage (Order of 8/6/47)		910.13
Net proceeds of Sale for distribution to heirs-at-law of Luther M. Nichols- $5,055.73		
Distributed as follows, viz :		
Maude N. Baker, daughter -one-sixth	842.62	
J. Walter Nichols and Louise C.Nichols, his wife, and J. Wilson Nichols,Widower the one-sixth interest of Richard Allen Nichols, Son	842.62	
C. Robert Nichols,son-one-sixth	842.62	
J. Walter Nichols Nichols,son,one-sixth	842.62	
J. Wilson Nichols,son-one-sixth	842.62	
Martin Rowland,son of Marie N.Rowland, deceased daughter-one-sixth	842.63	5,055.73
		7,003.00

J.H.H. #63 Equity.

with Noah A. Hillman,Trustee Cr.

1946.		
May 17,	Proceeds of Sale	7,113.00
		7,113.00

Filed August 14, 1947.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 14th day of August,1947, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark

Filed 14 August, 1947.

PETITION TO ALLOW MORTGAGE PAYMENT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Noah A. Hillman, Trustee, respectfully shows:

1. That Luther M. Nichols during his life time executed a mortgage on his farm, part of which was sold in these proceedings to Anne Arundel Farm Bureau Cooperative, Incorporated, said mortgage being to Charles F. Lee, Trustee of the Estate of Thomas McGuckian.

2. That at the time of settlement with the purchaser there was a balance due on principal in amount of $900.00 and interest of $10.13.

3. That your petitioner has paid the said Charles F. Lee, Trustee, the sum of $910.13 and has obtained a release of said mortgage.

Wherefore, your petitioner prays the Court to allow him the sum of $910.13, as aforesaid, in his account.

Noah A. Hillman, Trustee.

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 6th day of August, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Noah A. Hillmam, Trustee, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge and belief. As Witness my hand and Notarial Seal.

(Notarial Seal) Lillian M. Fine, Notary Public.

ORDER OF COURT.

ORDERED, this 6 day of August, 1947, by the Circuit Court for Anne Arundel County, in Equity, upon the foregoing Petition and Affidavit, that the Court Auditor allow the sum of $910.13 unto Noah A. Hillman, Trustee, in his account, as payment on Balance of mortgage dat ed to Charles F. Lee, Trustee of the Estate of Thomas McGuckian, in the order of legal priority and subject to exceptions.

William J. McWilliams,

Judge.

Filed 6 August, 1947.

EMMA PARKER, Widow,	:	
RAYMOND E. PARKER, Single,	:	NO. 9179 EQUITY
CHESTERFIELD PARKER, Single,	:	
GLADYS L. BROWN, and	:	IN THE
JAMES BROWN, her husband,	:	
LOTTIE P. SHARPS, and	:	CIRCUIT COURT
GEORGE SHARPS, her husband	:	
Complainants,	:	FOR
vs.	:	
UNKNOWN HEIRS OF ELIZABETH	:	ANNE ARUNDEL COUNTY
PARKER, Deceased.	:	
Respondents.	:	

: : : : : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Emma Parker, widow, Raymond E. Parker, single, Chesterfield Parker, single, Gladys L. Brown and James Brown, her husband, and Lottie P. Sharps, and George Sharps, her husband, respectfully represents unto Your Honors:

1. That by a deed dated March 16, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 71 folio 19 Alice Parker acquired title to Eighty-five (85) acres of land, more or less, situate in the First Election District of Anne Arundel County, near Harwood, Anne Arundel County. A certified copy of the aforesaid deed is filed herewith marked "Complainants' Exhibit A"., and is prayed to be taken as a part hereof.

2. That the aforesaid 85 acre tract is described by metes and bounds in a deed dated April 21, 1913, and recorded among the Land Records aforesaid in Liber G.W. 101 folio 252 from Blanchard Randall, et.al. to Alice Parker, et al., a certified copy of which is filed herewith, marked "Complainants' Exhibit B", and is prayed to be taken as a part hereof.

3. That Alice Parker married Isaac Parker, who died about 1912 and of this marriage the following children were born: Isaiah Parker, a son, who died more than 20 years ago never having married; Samuel Parker, a son, who married Maggie Parker and died about 20 years ago without issue; Emma Parker, a daughter, one of your Oratrices; Catherine Parker, a daughter, who died about 30 years ago never having married; Lottie Parker, a daughter, who married George Sharps, parties to this suit; Clifton Parker, a son, who died about 18 years ago never having married, Clarence Parker, a son, who married Elizabeth Parker; and Chesterfield Parker, a son, who married Eva Parker, and who died about 26 years ago leaving three children, Raymond E. Parker, a son, single, Chesterfield Parker, a son, single; and Gladys L. Parker, a daughter, who married James Brown.

4. That the said Alice Parker died intestate November 11, 1938, seized and possessed of the aforementioned 85 acre tract.

5. That the said Clarence Parker, her son, died about two years ago without issue, leaving his widow, Elizabeth Parker, who has since departed this life, intestate.

6. That the aforementioned 85 acre tract was sold for State and County taxes on November 14, 1933, by C. Albert Hodges, Treasurer of Anne Arundel County, in Tax Sale Proceedings No. 1945, and was conveyed by the said C. Albert Hodges to the County Commissioners of Anne Arundel County by deed dated January 28, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 158 folio 348.

7. That by deed dated July 27, 1945, and recorded among the Land Records aforesaid in Liber J.H.H. 273 folio 178, the County Commissioners of Anne Arundel County conveyed the aforesaid property to George Sharps and Emma Parker.

8. That the said real estate cannot be divided in kind among the parties in interest without loss or injury to their interest, and a sale thereof is necessary and to the best interest and advantage of all the parties, but that none can be made without the aid of this Honorable Court.

9. That the Complainants have entered into a contract of sale, dated August 14, 1946, with John Myles, Landover, Maryland, for the sale of the aforementioned 85 acre tract for the sum of Three Thousand Five Hundred Dollars($3,500.00), which your Orators and Oratrices are advised and therefore aver, is a fair and reasonable price and that it would be for the best interest and advantage of the Complainants and any other parties having any interest in the property. The original of the aforesaid contract of sale is filed herewith,marked "Complainants' Exhibit C", and is prayed to be taken as a part hereof.

10. That the heirs, if any there be, of the said Elizabeth Parker, deceased, widow of Clarence Parker, are unknown to your Orators and Oratrices.

11. That letters of administration on the estates of Elizabeth Parker and Alice Parker have never been granted in Anne Arundel County.

To The End Therefore:

(a) That a decree may be passed for a sale of the real estate contracted to be sold.

(b) That the contract of sale be ratified and confirmed by this Honorable Court and a Trustee be appointed for the purpose of consumating the same and transferring the estate of the unknown heirs of Elizabeth Parker to the Vendee.

(c) That notice be given to the creditors of Alice Parker and Elizabeth Parker, if any there be, to file their claims in this Court, in the Office of the Clerk thereof.

(d) That the proceeds of said sale may be brought into Court for distribution under its order in accordance with respective right and interest of the parties thereto.

(e) That your Orators and Oratrices may have such other and further relief as their case may require.

May it please Your Honors to grant unto the Complainants the Order of Publication, giving notice to the unknown heirs of Elizabeth Parker, deceased, of the objects and substance of this Bill of Complaint, and warning them to be and appear in this Court in person, or by solicitor, on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.,

Noah A. Hillman
Solicitor for Complainants

Filed December 30, 1946

COMPLAINANTS' EXHIBIT "A" - EXAMS. EXH. I. DEED.

(50¢ Int. Rev. Stamp)

This Deed Made this 16th day of March, in the year of our Lord Nineteen Hundred and Twenty-three by Daniel R. Randall, Attorney, as hereinafter set forth.

WHEREAS, at a public sale made on the 7th day of May, 1919, at 12: o'clock noon, by the said Daniel R. Randall in pursuance of a power contained in a Mortgage from Samuel Parker and others to Blanchard Randall and others, dated the 21st day of April, 1913, and recorded in G.W. No. 101,folio

folio 256, one of the Land Record Books of Anne Arundel County, which sale was made after default had occurred under said Mortgage, and after due public notice of sale, and after bond had been duly filed in the Circuit Court for, said Anne Arundel County, the parcel of land hereinafter described, being the property by said Mortgagee conveyed, was sold unto Samuel Parker, who has since died,(and Alice Parker by order of the Circuit Court, dated March 14th, was substituted as as purchaser in the place and stead of the said Samuel Parker) at and for the sum of Three Hundred and fifty ($350.00) dollars and the sale having been duly reported to and ratified by the said Court, and the purchase money fully paid as is hereby acknowledged, the said Daniel R. Randall, Attorney is in law duly authorized to execute a deed for the property to the purchaser.

Now, therefore, this deed Witnesseth, that the said Daniel R. Rdanall Attorney, as aforesaid, in consideration of the premises and of the sum of one dollar to him paid, and in execution of thepower and suthority in him vested by said Mortgage, does grant and convey unto Alice Parker her heirs and assigns, all of the right, title and interest of the said Mortgagors or of those claining by,from or under them in and to all of that tract of land containing Eighty-five (85) acres of land, more or less, situated in the First District of Anne Arundel County and being the same property in in said mortgage described, and being also, the same property conveyed unto (Alice Parker and others by Blanchard Randall and others by deed dated the 21st day of April Nineteen Hundred and Thirteen, and recorded in G.W. No. 101, folio, 255, one of the Land Record Books of Anne Arundel County.

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

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

WITNESS the hand and seal of the above named grantor, the day and year first hereinbefore mentioned.

Attest: Daniel R. Randall (Seal)

Roland W. Quandt. Attorney.

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this ___ day of _____ Nineteen Hundred and Twenty-three,personally appeared Daniel R. Randall, Attorney, and acknowledged the aforegoing deed to be his act and deed.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Roland W. Quandt, Notary Public

My Commission expires May 5,1924.

Recorded April 18th, 1923, 1 P.M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber W.N.W. No. 71, folio 19, one of the Land Record Books, for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 26th day of December, A. D. 1946.

(Court Seal) John H. Hopkins, 3rd, Clerk

Filed December 30, 1946.

COMPLAINANTS' EXHIBIT " B " EXAMS.EXH. 2.

DEED:

THIS DEED, MADE, this twenty-first day of April in the year Nineteen Hundred and Thirteen, by and between Blanchard Randall and B. Alexander Randall, Trustee of the Estate of Alexander Randall,

deceased, Virginia C. Woolen, widow of Rodgers Woolen deceased, and John Claytor, unmarried,parties of the first part, and Alice Parker, Isiah Parker, and Samuel Parker of Anne Arundel County, Maryland, of the second part.

WITNESSETH: Whereas, the Executors and Trustees of Alexander Randall, deceased, J. Rodgers Woolen and William Q. Claytor both deceased and all of Anne Arundel County, Maryland, became the purchaser at public sale of a certain tract of land, being and situate in the First Election District of said County, and known as "Roseland" or part of White Plains, containing two hundred acres of land more or less, and formerly the property of Alexander R. Claytor as will appear by reference to an Equity proceeding in the Circuit Court for said County, entitled Elizabeth B. Randall et al. Va Alexander R. Claytor, et al. and known as No. 999 Equity; and

WHEREAS, the said Blanchard Randall and B. Alexander Randall Executors, Virginia C.Woolen and John Claytor have sold unto the parties of the second part a portion of said "Roseland" estate hereinafter described, as containing eighty five acres of land more or less.

Now, this Deed Witnesseth that for and in consideration of the premises and of the sum of Six Hundred and Fifty Dollars unto the Grantors paid and secured, the said Blanchard Randall and B. Alexander Randall, Executors, Virginia C. Woolen and John Claytor do hereby bargain and sell and by these presents grant and convey unto the said Alice Parker, Isaih Parker and Samuel Parker, all the following described portion of "Roseland" lying and situate about one mile, more or less, southerly from Queen Ann, in the First Election District of Anne Arundel County, according to a survey thereof made by John Shepherd, Surveyor, and dated January 1913.

BEGINNING for the same at a cedar post now standing in the outline of Dr. D. Murray Cheston's land, said post the fourth boundary of the land purchased by Early Johnson and running from said post North 4° E8' East sixty-five perches to a stone and post; thence leaving said outline and running to exclude five acres of woodland belonging to Early Johnson North 86° West twenty-perches to a post on the west edge of said woods; thence North 4° 8' East forty perches to a post about one and one half feet southerly from a dogwood tree; thence South 86° East 20 pr. to a post in the aforesaid outline and about one and one half feet northeasterly from a chestnut tree, thence with said outline North 4° 8' East sixty perches to a post on the south edge of Stockett's Run Branch; thence leaving said outline and running North 81° 30' West six and three fifths perches,thence North 49° 15' West eleven and two-fifths perches; thence South 57° 30' West ten perches North 87° 45' West- - - twenty-one perches, thence South 57° 45' West nineteen perches to the middle of Stockett's Run Bridge; thence running up the Public Road leading from Queen Ann to Mt. Pleasant and Bristol South 2° 15' East twenty-five and one tenth perches; thence South 39° 45' West ten and eighty-eight one hundredths perches; South 52° 30° West thirteen and three fifths perches; thence South 25° West six and eighty-four one hundredths perches; thence South 47° West twenty-one perches; thence South 47° West twenty-one perches; thence South 31° 45' West thirty-four and two fifths perches to a peg in said road, nineteen links southerly from a pine tree and in the second line of the whole tract called "Roseland" thence with the second line reversely South 4° 25' West fifty-nine and fifteen hundredths perches to a post the third corner boundary of Early Johnson's part of "Roseland"; thence leaving said outline and running a divisional line between the part bought by Early Johnson, and the part bought by Alice Parker South 85° 50' East one hundred and six and one fourth perches to the beginning. Containing eighty-five acres of land more or less.

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

TO HAVE AND TO HOLD the aforesaid tract of land with the appurtenances to and unto the said Alice Parker, Isiah Parker and Samuel Parker, their and each of their heirs and assigns forever in fee simple.

AS WITNESS their hands and seals the day and year first hereinbefore mentioned.

Witness as to Blanchard Randall, Douglas Thomas. Blanchard Randall (SEAL)

Witness as to B. Alex. Randall, Jas. B. McConnell B. Alex. Randall (SEAL)

Witness as to Virginia C. Woolen, Executors

Edgar Shepherd Virginia C. Woolen (SEAL)

Witness as to John Claytor J. Simpson Kline John Claytor (SEAL)

State of Maryland, Baltimore City, to wit:

I hereby certify, that on this twenty-first day of April,1913, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Blanchard Randall and did acknowledge the aforegoing instrument to be his act and deed.

As witness my hand and seal notarial

(Notary Seal) Douglas Thomas, Notary Public

State of Pennsylvania, City of Philadelphia, to wit:

I hereby Certify, that on this 22nd day of April, 1913, before me, the subscriber, a Notary Public, of the State of Pennsylvania, in and for the City of Philadelphia,personally appeared B. Alexander Randall, and did acknowledge the aforegoing instrument to be his act and deed,

AS WITNESS my hand and seal notarial.

(Notary Seal) James B. McConnell, Notary Public

My Commission expires 2/25/1915.

State of Maryland _____

I Hereby certify, that on this Seventh day of May, 1913, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Virginia C. Woolen and did acknowledge the aforegoing instrument to be her act and deed.

As witness my hand.

Edgar Shepherd, Justice of the Peace.

State of Pennsylvania, Westmoreland County, to wit:

I hereby certify, that on this 26th day of April, 1913, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County aforesaid, personally appeared John Claytor, and he acknowledged the aforegoing instrument to be his act and deed,

(Notary Seal) John Simpson Kline, Notary Public.

My Commission expires March 19, 1913.

Recorded 23rd August, 1913.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber G.W. No. 101, folio 252, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 27th day of December, A. D., 1946.

(Court Seal) John H. Hopkins, 3rd, Clerk.

Filed December 30, 1946.

Complainants' Exhibit "C". EXAMS. EXH. 3

STANDARD CONTRACT OF SALE

(Part C)

(CARROLL H. HYNSON)
(Real Estate)
(121 Clay Sreeet)
(Annapolis, Md. Phone 4026)

(John-Myles)
(Central Ave. & Ritchie Road,)
(Landover, Md.)

THIS AGREEMENT OF SALE, made this 14th day of August, nineteen hundred and forty-six,between Carroll H. Hynson,Acting Agent for Mrs. Emma Parker, Vendor and Mr. & Mrs. John Myles,Vendee.

WITNESSETH that the said Vendor, do_ hereby bargain and sell unrto said Vendee_ and the latter do_ hereby purchase from the former the following described property, situate and lying in near Howood Anne Arundel County, Md.

Farm approximately 85 acres more or less at and for the price of Thirty-five hundred Dollars, ($3500.00), of which One Hundred Dollars ($100.00) have been paid prior to the signing hereof, and the balance to be paid as follows: in (60) Sixty days time being of the essence of this contract.

AND upon the payment as above of the unpaid purchase money, a deed which shall convey the property by a title good of record and in fact to the Vendee shall be executed by the Vendor at the Vendee's expense. Entire deposit to be held by broker until settlement hereunder is made.

Taxes and other incumbrances to be adjusted to date of transfer of title.

WITNESS our hands and seals.

Witness:

as to John Myles (Seal)
Landover, Md.

Carroll H. Hynson (Seal)

over

The Agreement on the reverse side is herewith modified as follows:

1. The purchaser is to make an additional payment of $150.00.

2. Upon payment of the above $150.00, the purchaser may take immediate possession of the property.

3. Inasmuch as the said property is now held under a tax deed and some question has arisen about the status of the title, it is understood that appropriate proceedings will be filed in the Circuit Court for Anne Arundel County by Emma Parker and others to clear the title so that the property may be conveyed to John Myles free and clear of all encumbrances and claims, in fee simple. Therefore, the time for final settlement, instead of being 60 days, is herewith extended to such time as is necessary for the purpose of conveying good title through said Circuit Court suit.

Witness the hands and seals of the parties hereto.

Approved

Emma Parker
Lottie Sharps
Chesterfield Parker
Raymond E. Parker

John Myles (SEAL)
Carroll H. Hynson (SEAL)
Agent for Emma Parker.

Filed December 30, 1946.

ORDER OF PUBLICATION

The object of this suit is to obtain a decree for a sale of real estate situate in the First Election District of Anne Arundel County, Maryland, near Harwood, which was conveyed to Alice Parker by deed dated March 16, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 71 folio 19.

The Bill of Complaint states that Alice Parker married Isaac Parker, who died about 1912, and that the following children were born of that marriage; Isiah Parker, a son, who died more than 20 years ago never having married; Samuel Parker, a son, who married Maggie Parker and died about 20 years ago without issue; Emma Parker, a daughter,one of your Oratrices; Catherine Parker, a daughter, who died about 30 years ago never having married; Lottie Parker, a daughter, who married George Sharps, parties to this suit; Clifton Parker, a son, who died about 18 years ago never having married; Clarence Parker, a son, who married Elizabeth Parker; and Chesterfield Parker, a son, who married Eva Parker, and who died about 26 years ago leaving three children, Raymond E. Parker, a son, single; Chesterfield Parker, a son, single; and Gladys L. Parker, a daughter,who married James Brown; that Alice Parker died intestate November 11, 1938, seized and possessed of the tract of land subject to this sale; that Clarence Parker, her son, died about two years ago without issue, leaving his widow, Elizabeth Parker, who has since departed this life, intestate, that letters of administration on the estates of Elizabeth Parker and Alice Parker have never been granted in Anne Arundel County; that the heirs, if any there be, of Elizabeth Parker are unknown to the Complainants; that the property subject of the sale was sold for taxes on November 14,1933 by C. Albert Hodges, Treasurer of Anne Arundel County, and was conveyed by him to the County Commissioners of Anne Arundel County by deed dated January 28, 1937, recorded among the Land Records of Anne Arundel County in Liber F.A.M. 158 folio 348; that the County Commissioners of Anne Arundel County conveyed the property to George Sharpe and Emma Parker by deed dated July 27 1945, recorded among the aforesaid Land Records in Liber J.H.H. 372 folio 176; that the said real estate cannot be divided in kind among the parties in interest without loss or injury to their interest and a sale is necessary and to the best advantage of all the parties; that the Complainants have entered into a contract for a sale of the property with John Myles, Landover, Maryland, for the sum of Three Thousand Five Hundred Dollars ($3,500.00) which amount is a fair and reasonable price and that it would be for the best interest of all the parties having an interest in the property to have the sale ratified and confirmed.

It is thereupon this 30" day of December, 1946, ordered by the Circuit Court for Anne Arundel County, in Equity, that the Complainants cause a copy of this order to be inserted in some newspaper published in Anne Arundel County once a week for four consecutive weeks before the 8" day of February, 1947, giving notice to the unknown heirs of Elizabeth Parker, deceased, of the object and substance of the Bill of Complaint, warning them to be and appear in this Court in person or by solicitor on or before the 24" day of February, 1947, to show cause, if any there be, why a decree ought not to pass as prayed.

John H. Hopkins, 3rd, Clerk

Filed Dec. 30, 1946.

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 13th, 1947.

We hereby certify, that the annexed ORDER OF PUBLICATION EMMA PARKER was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of February, 1947, The first insertion being made the 2nd day of January, 1947.

THE CAPITAL-GAZETTE PRESS, INC.

BY Mae Carlson

No. M.G._

Filed February 14, 1947.

DECREE PRO CONFESSO

Against Unknown Heirs of ELIZABETH PARKER, deceased.

The Defendants, Unknown Heirs of Elizabeth Parker after Order of Publication duly oublished having failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication.

It is thereupon this 25 day of February, 1947, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against the Defendants.

And it is further ordered that leave is hereby granted to the Plaintiffs, to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said Bill.

William J. McWilliams, Judge.

Filed 25 February, 1947.

TESTIMONY ON BEHALF OF THE PLAINTIFFS.

PRESENT:

Mr. Noah A. Hillman, Solicitor for Plaintiffs.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer

WITNESSES:

Emma Parker,- - - - - - - - -2 to 5

Carroll H. Hynson,- - - - - -6 to 7

Emma Parker, one of the Plaintiffs in this case, being first duly sworn, deposes and says:-

(Hillman)

1. State your name and address?

A. Emma Parker, Harwood, Md.

2. You are one of the parties plaintiff in this case?

A. Yes.

3. Who was Alice Parker?

A. My mother.

4. Is she living or dead?

A. She is dead.

5. The Bill of Complaint states that your mother acquired 85 acres of land in Anne Arundel County,Md.,is this a copy of a deed to her from Daniel R. Randall?

A. Yes.

Filed as Exam. Exh. 1

6. The Bill of Complaint states that this tract of land is described more fully in a deed from Blanchard Randall and others to Alice Parker?

A. Yes.

°°°°Deed filed as Exam. Exh. 2

7. What was your father's name?

A. Isaac Parker.

8. About when did he die?

A. in 1912.

9. The children of your mother and father are said in the Bill of Complaint to be the following persons, and I ask you, when I finish reading it, to tell me whether the statement in the Bill of Compalint is correct:-

Tney are:

Isaiah Parker, a son who died more than 20 years ago, unmarried

Samuel Parker, a son who married Maggie Parker and died about 20 years ago without issue.

Emma Parker, a daughter

Catherine Parker, a daughter, who died about 30 years ago, she was unmarried.

Lottie Parker, a daughter who married George Sharps

Clifton Parker, a son who died about 18 years ago unmarried.

Clarence Parker, a son, who married Elizabeth Parker.

Chesterfield Parker, a son,who married Eva Parker and who died about 26 years ago leaving three children. namely:

Raymond B. Parker, a son, single

Chesterfield Parker, a son, single, and

Gladys L. Parker.

Gladys L. Parker, a daughter of Chesterfield Parker married James Brown. Is this a correct statement of the heirs of your mother and father?

A. Yes.

10. Do you know of any other heirs of Alice Parker?

A. No sir.

11. Is Eva Parker, the wife of Chesterfield Parker, living?

A. Yes.

12. Her husband, Chesterfield Parker, is dead?

A. Yes, he died about 26 years ago, leaving the three children just named, Raymond B. Parker, Chesterfield Parker, and Gladys Brown.

13. Are these three children all of age?

A. Yes.

14. When did Alice Parker, your mother, die?

A. November 11th, 1938.

15. Did she leave a will or did she die intestate?

A. She left no will.

16. When she died she was the owner of this tract of 85 acres?

A. Yes.

17. Your brother, Clarence Parker, died how many years ago?

A. About two years ago.

18. He had no children?

A. No.

19. He left a widow , Elizabwth Parker, did he not?

A. Yes.

20. Is she living or dead?

A. She is dead from what I hear.

21. So far as you know did she leave a will or not?

A. Not that I know of.

22. Do you know any of her heirs or persons who might be her heirs?

A. No sir I don't.

23. This property was sold at one time for taxes to the County Commissioners, is that right?

A. Yes.

24. Was it you who bought the property from the county?

A. Yes.

25. You have joined in this proceeding to sell the property and clear the title,is that right?

A. Yes.

26. You are not standing on the title acquired by you from the County Commissioners?

A. No. sir.

27. What does this property consist of, what is there on it?

A. A barn and a house and 85 acres of land. Some is cleared and some in woodland.

28. Do you think that this property can be divided equally among all the parties who have an interest without loss or injury to their respective interests?

A. No.

29.Do you think then that a sale is necessary and to the interest and advantage if all parties concerned?

A. I think so, yes.

30. There is a Contract of Sale that has been entered into to John Myles, and you are one of the parties on this Contract of Sale?

A. Yes.

31. The Contract states the price to be for the sum of $3500. So taking into consideration the present market value and the present condition of the buildings, in your opinion is this price of $3500. a fair and reasonable price for the property?

A. Yes it is.

32. Do you think it would be to the best interest and advantage of all parties concerned that the property be sold to Mr. Myles at that price?

A. Yes.

33. Was Administration ever taken out on the estate of your mother, Alice Parker?

A. Not that I know of.

34. And no administration upon the estate of Elizabeth Parker as far as you know?

A. No.

25. You are asking the Court to ratify this sale as made under the Contract filed herein?

A. Yes.

°°°°°Filed as Exam. Exh. 3

36. Your brother, Clarence, had no children?

A. No.

37. Who was your brother,Clarence Parker's wife?

A. Elizabeth Butler who became Elizabeth Parker.

38. She is dead?

A. Yes.

39. Do you know who her heirs are?

A. No I don't, they are the unknown heirs we advertised for.

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

A. No.

Emma Parker.

Carroll H. Hynson, a witness of lawful age, being first duly sworn, deposes and says:-

(Hillman)

1. State your name and residence?

A. Carroll H. Hynson, 120 Clay St.,Annapolis, Md.

2.What is your occupation?

A. Real Estate.

3. Are you a licensed real estate broker?

A. I am.

4. How long have you been dealing in real estate in Anne Arundel County?

A. Ten years.

5. Have you bought and sold property for yourself and others during that time?

A. I have.

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

A. I am.

7. Have you examined it?

A. I have.

8. What does it consist of?

A. 85 acres of land, more or less, part woodland and mostly cleared land, has a marsh on it, a barn and old outhouse, an old dwelling of very low value.

9. Is the property in good shape?

A. It is not in good shape.

10. Do you think that the property can be divided among the parties in interest in this case without loss or injury to the respective interests?

A. I do not, on account of the marsh there some one would get an undesirable part; it would have to be sold.

11. Is it also because it has buildings on it which cannot be divided?

A. That's right.

12. In your opinion is a sale of the property to the interest and advantage of all the parties at the present time?

A. Yes it is.

13. Can you place a fair and reasonable price on this property?

A. I value it between $3,000. and $3,500/

14. Would you say that the Contract entered into in this case for the sale of this property at $3,500, is a fair and reasonable price?

A. I do.

15. Do you think it would be to the best interest and advantage of all the parties herein that this Contract be ratified and the property sold to Mr. Myles?

A. Yes because it has been lying idle for the last five or six years far as I can see.

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

A. No.

Carroll H. Hynson.

There being no other witnesses to be examined on behalf of the plaintiffs at this time, and no further testimony desired on their behalf, this testimony is now closed, and,at request of the Plaintiffs' solicitor, is returned to the Court.

Witness my hand and seal this 28 day of February, 1947.

Jno. S. Strahorn, (SEAL)

Examiner.

Filed February 28, 1947.

AFFIDAVIT OF GEORGE SHARPS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This is to certify, that I, George Sharps, am the husband of Lottie Sharps and one of the complainants in this cause; that I was personally acquainted with Isaiah Parker, the son of Isaac Parker, and that to the best of my knowledge, he died more than 20 years ago, unmarried, and left no children surviving him; that I knew Catherine Parker, who was a daughter of Isaac Parker,and that she died around 30 years ago, unmarried; and that she left no children surviving her; that I knew Clifton Parker, a son of Isaac Parker, and that Clifton Parker died about 18 years ago, unmarried, and left no children surviving him; that I am fifty years of age, have resided in Anne Arundel County all of my life, and the foregoing deceased persons were likewise residents of Anne Arundel County during the term of their lives.

Witness

Noah A. Hillman

Lillian M. Fine,

George his X mark Sharps

Subscribed and sworn to before me this 28th day of March, 1947.

(Notarial Seal) Lillian M. Fine, Notary Public.

Filed March 31, 1947.

D E C R E E .

This cause standing ready for hearing and being submitted the Bill of Complaint, Exhibits and all other proceedings were by the Court read and considered.

It appearing that the sale of the real estate mentioned in these proceedings at and for the price of $3,500.00 is fair, reasonable and for the best interests of all of the parties plaintiff and defendant, it is thereupon, this 1 day of April, 1947, by the Circuit Court for Anne Arundel County, in Equity.

ADJUDGED, ORDERED AND DECREED that the real estate mentioned in the proceedings be sold to John Myles and wife, at and for the sum of $3,500.00 and that NOAH A. HILLMAN,be and is hereby appointed Trustee to make such sale and that the course and manner of his proceedings be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself with a surety or sureties to be approved by the Clerk of this Court in the penalty of $3,500.00, conditioned for the faithful performance of the trust reposed in him by the trust reposed in him by this decree, or which may be reposed in him by any futhre order or decree in the premises; he shall proceed to make the said sale, for cash, provided that payment therefor shall be as follows:

A deposit of two hundred fifty ($250.00) shall be paid to the Trustee within five (5) days after filing and approval of the bond aforesaid; the balance to be paid in cash on the final ratification of such sale by this Court, deferred payment to bear interest at the rate of 6 % to the date of settlement.

And as soon as may be convenient after the payment of the aforesaid two hundred fifty dollars, the Trustee shall return to this Court a full and particular account of said sale;with an affidavit of the truth thereof, and of the fairness of such sale annexed. And on ratification of such sale by this Court, and on the payment of the whole purchase money, (and not before) the said Trustee by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchasers of said property, free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the said Trustee shall bring into this Court the money arising from such sale, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and

such commissions to the said Trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged this trust.

And the said Trustee is authorized and directed to give notice to the creditors of Alice Parker and of Elizabeth Parker, by publication in some newspaper of general circulatioon in Anne Arundel County, once a week for four successive weeks, allowing creditors to file their claims in this Court within ninety (90) days from date of first publication.

William J. McWilliams, Judge.

Filed April 1, 1947

B O N D.

GREAT AMERICAN INDEMNITY COMPANY NEW YORK Bond No.257652

KNOW ALL MEN BY THESE PRESENTS, that Noah A. Hillman, of Annapolis, Anne Arundel County, Maryland, and GREAT AMERICAN INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of THREE THOUSAND FIVE HUNDRED AND NO/100 ($3,500.00) DOLLARS, to be paid to the State of Maryland or its certain attorney, to which payment well and truly to be made, we bind ourselves and each of us and each of our heirs, executors, administrators or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 23rd day of April in the year nineteen hundred and forty-seven.

WHEREAS, the above bounden Noah A. Hillman by virtue of a decree of the Circuit Court of Anne Arundel County, Maryland, having been appointed trustee to sell certain real estate in connection with the case of Emma Parker, Widow, et al, vs. Unknown Heirs of Elizabeth Parker, deceased, in Equity Case No. 9179, Partition Proceedings;

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Noah A. Hillman does and shall well and faithfully perform the trust reposed in him by the said decree or that which may be reposed in him by any future decree or order in the premises, then the above obligation will be void, otherwise, to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

G. B. McLelland

Helen Taylor

Noah A. Hillman (Seal)

GREAT AMERICAN INDEMNITY COMPANY

By F.,D. Sears (Seal)

F. D. Sears,Attorney-In-Fact.

(CORPORATE SEAL)

Approved as to form and sufficiency, April 23, 1947,

John H. Hopkins, 3rd, Clerk.

Filed April 23, 1947.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Noah A. Hillman, Trustee, respectfully shows:

1. That he qualified as Trustee in this cause in accordance with the decree heretofore filed.

2. That he has received the deposit of two hundred fifty dollars ($ 250.00) from John Myles, the purchaser of the property in these proceedings, same having been paid April 12, 1947,on the purchase price of $ 3,500.00, the said property being the following:

All that tract of land containing eighty-five (85) acres, more or less, described by metes and bounds in a deed dated April 21, 1913, and recorded among the Land Records of Anne Arundel County in Liber G.W. No, 101, folio 252 from Blanchard Randall, et al to Alice Parker, et al. And being the

land mentioned in a deed dated March 16, 1923 and recorded among said Land Records in Liber W.N.W. No. 71, folio 19 to the said Alice Parker.

The terms of sale are: a deposit of $ 250.00 shall be paid to the trustee within five days after filing and approval of the bond; balance to be paid in cash on the final ratification of the sale by the Court, deferred payment to bear interest at the rate of 6 % to the date of settlement.

Respectfully submitted,

Noah A . Hillman, Trustee.

STATE OF MARYLAND, Anne Arundel County, to wit:

I Hereby Certify, that on this 5th day of May, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Noah A. Hillman, Trustee named in the above report of Sale and made oath in due form of law that the matters and things stated therein are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) Lillian M. Fine, Notary Public.

Filed May 5, 1947.

ORDER NISI.

ORDERED, this 5" day of May, 1947, That the sale of the property mentioned in these proceedings made and reported by Noah A. Hillman, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7" day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three weeks before the 7th day of June,next.

The report states that the amount of sales to be $3,500.00

John H. Hopkins, 3rd, Clerk.

Filed May 5, 1947.

CERTIFICATE OF PUBLICATION

Annapolis, Md. May 9th, 1947.

We hereby certify, that the annexed Order Nisi EMMA PARKER was published in MARYLAND GAZETTE A newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 7th day of June, 1947. The first insertion being made the 8th day of May, 1947.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 2282 By Mae Carlson

Filed June 10, 1947.

NOTICE TO CREDITORS.

NOAH A. HILLMAN, Solicitor, Annapolis, Md.

Emma Parker, widow, et al vs Unknown Heirs of Elizabeth Parker, Deceased, in the Circuit Court for Anne Arundel County, in Equity, No. 9179.

This is to give notice that the undersigned has been authorized and directed to make sale of the real estate set out in the proceedings and dispose of the money under the direction of the Court. All persons having claims against ELIZABETH PARKER, Deceased are warned to exhibit same with the vouchers thereof legally authenticated to the subscriber, on or before the 7th day of August,1947, they may otherwise by law be excluded from all benefit of the estate of the deceased.

Noah A. Hillman, Trustee. m 29

CERTIFICATE OF PUBLICATION.

Annapolis, Md. June 11th, 1947.

We hereby certify, that the annexed NOTICE TO CREDITORS EMMA PARKER, was published in MARYLAND GAZETTE, a newspaper published in the City of Annapolis, Anne Arundel County,Maryland, once a week for 4 successive weeks, before the 7th day of August, 1947. The first insertion being made the 8th day of May, 1947.

THE CAPITAL-GAZETTE PRESS, INC.
By Mae Carlson

No. MG 2280

Filed June 12, 1947.

FINAL ORDER.

ORDERED BY THE COURT, This 22 day of August, 1947, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said Cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce voughers for the Auditor.

William J. McWilliams, A.J.

Filed 22 August, 1947.

Petition of SARAH BUTLER to be Made PARTY PLAINTIFF.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Saran Butler, by Noah A. Hillman, her Solicitor, respectfully shows:

1. That she is the mother of Elizabeth Parker, the party named in this case as the wife of Clarence Parker.

2. That the said Elizabeth Parker died intestate on or about April 10. 1944; that Clarence Parker, her husband, died several months prior to the death of Elizabeth Parker.

3. That no children were born to Clarence Parker and Elizabeth Parker,

4. That your Petitioner is a widow.

5. That your Petitioner is the next of kin and sole heir of Elizabeth Parker.

6. That your Petitioner desires to be made a party plaintiff in these proceedings.

Wherefore, your Petitioner prays the Court to pass an Order making her a party plaintiff in these proceedings and, in the account of proceeds of sale, to allow her such sum as this Court shall find was due her daughter, Elizabeth Parker, deceased.

And,as in duty bound, etc.

Sarah Butler
Petitioner.

Noah A. Hillman,
Solicitor for Petitioner

STATE OF MARYLAND, Anne Arundel County, to wit:

I Hereby Certify, that on this 13th day of October, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Sarah Butler, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of her knowledge, information and belief.

As witness my hand and Notarial Seal.

(Notarial Seal) Lillian M. Fine, Notary Public

Mr. Clerk;

Please file.

Noah A. Hillman, Solicitor for Petitioner.

Filed October 18, 1947.

ORDER OF COURT.

ORDERED, this 20th day of October, 1947, by the Circuit Court for Anne Arundel County, in Equity, that Sarah Butler be and is made a party plaintiff in these proceedings; and it is

further Ordered in the accounting of proceeds of sale that she be allowed such sum as the Court Auditor may find was due Elizabeth Parker, deceased, subject to usual exceptions.

William J. McWilliams,

Judge.

Filed 20 October, 1947.

PARTIAL ASSIGNMENT OF INTEREST OF LOTTIE P. SHARPS and GEORGE SHARPS.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, the undersigned, Lottie P. Sharps and George Sharps, her husband, two of the Plaintiffs in above entitled case, hereby assign unto Hugh Rawlings and O. C. Ridgley, trading as Rawlings and Ridgley, the sum of FOUR HUNDRED DOLLARS ($400.00) out of the proceeds of sale in this case to be deducted from our share thereof.

We do further authorize the Auditor of this Court to audit said sum to Rawlings and Ridgley.

WITNESS our hands and seals, this 27 day of October, 1947.

Lottie Sharps (Seal)

Witness:

Viola Sharps. George Sharps (Seal)

Mr.,Clerk:

Please file,

Noah A. Hillman, Trustee.

Filed October 29, 1947.

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 October 31, 1947.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Emma Parker, Widow, et al vs. Unknown Heirs of Elizabeth Parker, Deceased, in ac.

To Trustee for Commissions, viz:		137.28
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	21.25	
Auditor - stating this account	18.00	49.25
To Trustee for Court costs, viz:		
Capital-Gazette Press -Order of Publication	51.00	
Capital-Gazette Press -Order Notice to creditors	5.00	
Capital-Gazette Press- Order Nisi on Sale	5.00	
Capital-Gazette Press- Order Nisi on Acct.	5.00	
Great American Indemnity Co.-bond premium	14.00	
John S. Strahorn- Examiner	8.00	
Juliet D. Strahorn - Stenographer	5.00	
Clerk of Court-certified copies	3.50	
One-half Fed. revenue stamps	1.92	
One-half State revenue stamps	1.93	
Lillian M. Fine- notary fees	2.00	
Carroll Hynson-broker's commission (order of 10/1/47)	350.00	452.35

To Trustee for Taxes, viz:

1947 State and County taxes- adjusted			13.67
BALANCE FOR DISTRIBUTION - $2,923.30			
Distributed to the heirs at law of Alice Parker as follows:			
To Emma Parker, daughter-one-fourth	$730.83		
Less direct inheritance tax	7.31	723.52	
To Lottie Snarps,daughter-one fourth	$730.83		
Less direct inheritance tax	7.31		
	723.52		
Less amount assigned to Hugh Rawlings and O.C.Ridgely	400.00	323.52	
To Hugh Rawlings and O.C.Ridgely, Assignees of Lottle Sharps		400.00	
To Raymond E.Parker,grandson-one-twelfth	243.61		
Less direct inheritance tax	2.44	241.17	
To Chesterfield Parker,grandson-one-twelfth	243.61		
Less direct inheritance tax	2.44	241.17	
To Gladys L. Brown,granddaughter-one-twelfth	243.60		
Less direct inheritance tax	2.44	241.16	
To Sarah Butler,mother and sole heir of Elizabeth Parker,deceased, widow of Clarence Parker,son-one-fourth	730.82		
Less collateral inheritance tax	54.81	676.01	2,846.55
To R. Glenn Prout, Register of Wills-total direct and collateral inheritance taxes,as above			76.75
			3,575.85

With Noah A. Hillman, Trustee Cr.

1947			
Apr. 12	Proceeds of Sale		3,500.00
	Interest on deferred payment from 5/1/47 to 9/20/47		75.85
			3,575.85

ORDER NISI.

ORDERED, This 1st day of November, 1947, That the Report and Account of the Auditor,filed this day in the above entitled cause,BE RATIFIED AND CONFIRMED,UNLESS CAUSE TO THE CONTRARY BE shown on or before the 3rd day of December next; Provided a copy of the Order be inserted in some newspaper published in Anne Arundel County, once in each of theee successive weeks before the 3rd day of December next.

John H. Hopkins, 3rd, Clerk.

Filed November 1, 1947

PETITION TO AMEND ACCOUNT.

TO THE HONORABLE THE JUDGES OF SAID COURT:

The petition of George Sharps and Emma Parker, by Noah A. Hillman their Solicitor,respectfully shows:

1. That they were original parties to this cause when the Bill of Complaint was filed.

2. That they purchased the property in this case from the County Commissioners, as will appear by reference to paragraphs Six and Seven of the Bill of Complaint.

3. That through inadvertence the Bill of Complaint did not state the amount paid by perttioners for said property - nor that they made any claim therefor.

4. That your petitioners paid the County Commissioners of Anne Arundel County the sum of $333.00 for said property, as will appear by reference to the record (page 99) kept by J. Carson Boush, Tax Sales Property Clerk.

WHEREFORE, your petitioners pray the Court to direct the Court Auditor to amend the Account filed in this case, so that they may be allowed the sum of $333.00 before distribution of net proceeds.

AND as in duty bound, etc.,

Noah A. Hillman,

Solicitor for Petitioners

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 8 day of December, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George Sharps, and Emma Parker, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true, to the best of their knowledge, information and belief.

As witness my hand and Notarial Seal.

(Notarial Seal) Lillian M. Fine, Notary Public.

ASSENT TO ORDER

The undersign by Solicitor or in person hereby assent to the passing of an Order of Court in accordance with the prayer of the petition.

Noah A. Hillman,

Solicitor for all Complainants.

Sarah Butler,

Heir of Elizabeth Parker, deceased.

Filed 11 December, 1947

ORDER OF COURT.

ORDERED, this 12 day of December, 1947, by the Circuit Court for Anne Arundel County, in Equity, upon the aforegoing petition, affidavit and assent, that the Court Auditor amend the Account to show an allowance to George Sharps and Emma Parker of $333.00, as prayed, before distribution of net proceeds.

William J. McWilliams,

Judge.

Filed 12 December, 1947.

AUDITOR'S AMENDED 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 AMENDED ACCOUNT , in accordance with the Court's Order of December 12, 1947; December 16, 1947.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr/ Emma Parker, Widow, et al vs Unknown Heirs of Elizabeth Parker, Deceased, in ac.

To Trustee for Commissions, viz		137.28
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court-Court costs	21.25	
Auditor- stating first account	18.00	
Auditor-stating amended account	9.00	58.25
To Trustee for Court costs, viz:		
Capital-Gazette Press-Order of Publication	51.00	
Capital-Gazette Press -notice to creditors	5.00	
Capital-Gazette Press Order Nisi on Sale	5.00	
Capital-Gazette Press- Order Nisi on Acct.	5.00	
Great American Indemnity Co.-bond premium	14.00	
John S. Strahorn- Examiner	8.00	
Juliet D. Strahorn-Stenographer	5.00	
Clerk of Court-certified copies	3.50	
One-half Federal revenue stamps	1.92	
One-half State revenue stamps	1.93	
Lillian M. Fine - notary fees	2.50	
Carroll Hynson- broker's commission(Order of 10/1/47)	350.00	452.85
To Trustee for Taxes, viz :		
1947 State and County taxes - adjusted		13.67
To Trustee for Claims Filed, viz:		
George Sharps and Emma Parker-refund of amount paid County Commissioners in connection with purchase of property at tax sale,as per Order of 12/12/47		333.00
BALANCE FOR DISTRIBUTION= $2,580.80		
Distributed to the heirs at law of Alice Parker as follows:		
To Emma Parker,daughter-		
one-fourth $645.20		
Less direct inheritance tax 6.45		638.75
To Lottie Sharps,daughter,		
One-fourth $645.20		
Less direct inheritance tax 6.45		
Less amount assigned to Hugh	638.75	
Rawlings and O.C.Ridgely	400.00	238.75
To Hugh Rawlings and O.C. Ridgely,		
Assignees of Lottie Sharps		400.00
To Raymond E. Parker, grandson-		
One-twelfth	215.06	
Less direct inheritance tax	2.15	212.91
To Chesterfield Parker, grandson-		
One-twelfth	$215.07	
Less direct inheritance tax	2.15	212.92

To Gladys L. Brown,granddaughter -			
One-twelfth	$215.07		
Less direct inheritance tax	2.15	212.92	
To Sarah Butler, mother and sole heir of			
Elizabeth Parker,deceased,widow of			
Clarence Parker,son-one-fourth	$645.20		
Less collateral inheritance tax	48.39	596.81	2,513.06
To R. Glenn Prout, Register of Wills-			
Total direct and collateral inheritance			
taxes, as above		67.74	67.74
			3,575.85

with Noah A. Hillman, Trustee Cr.

1947			
Apr. 12 Proceeds of Sale		3,500.00	
Interest on deferred payment from			
5/1/47 to 9/20/47		75.85	3,575.85
			3,575.85

Filed December 19, 1947.

To the Honorable, the Judges of said Court:

All persons having an interest in the sums allowed under the original account as they may have been amended under this account herewith consent to immediate ratification of this Amended Account- and I herewith attach such consents.

Respectfully

Noah A. Hillman, Trustee.

TO THE HONORABLE,THE JUDGES OF SAID COURT:

I hereby consent to the immediate ratification of the Auditor's Amended Report and Account.

George Sharps

TO THE HONORABLE,THE JUDGES OF SAID COURT:

I hereby consent to the immediate ratification of the Auditor's Amended Report and Account.

Mrs. Emma Parker

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I hereby consent to the immediate ratification of the Auditor's Amended Report and Account.

Lottie Sharps

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I hereby consent to the immediate ratification of the Auditor's Amended Report and Account.

Raymond E. Parker, Lothian, Md.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I Hereby consent to the immediate ratification of the Auditor's Amended Report and Account.

Chesterfield Parker

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I hereby consent to the immediate ratification of the Auditor's Amended Report and Account.

Gladys L. Brown

TO THE HONORABLE THE JUDGES OF SAID COURT:

I Hereby consent to the immediate ratification of the Auditor's Amended Report and Account.

Sarah Butler.

Filed December 29, 1947.

J.H.H. #63 Equity.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 30 day of December, 1947, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, all parties having an interest in the Account, as amended, having consented to immediate ratification, and thatthe Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

William J. McWilliams, A.J.

Filed 30 December, 1947

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT FOR
VS	:	ANNE ARUNDEL COUNTY
JOHN F. FOLDERAUER AND MARY E. FOLDERAUER, HIS WIFE.	:	NO. 9180 EQUITY.

: : : : : : : :

ORDER TO DOCKET SUIT.

Mr. Clerk:

Please docket the above entitled case and file therein the enclosed mortgages as Plaintiff's Exhibits "A" and "B".

John O. Dumler,

Attorney named in Mortgages.

Filed Jany. 7. 1947.

PLAINTIFF'S EXHIBIT "A"

MORTGAGE

THIS MORTGAGE, Made this 27th day of November, in the year Nineteen Hundred and Forty-three by and between John F. Folderauer and Mary E. Folderauer, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Thirty-three Hundred Dollars ($3300.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and,

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Thirty-three Hundred Dollars ($3300.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee,or its assigns, in monthly instalments (including principal and interest) of Forty-six and 50/100 Dollars ($46.50), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums,aand other public charges and assessments, commencing on the first day of December, 1943, and continuing on the first day of each month thereafter until the principal, interest and such fines and charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate,(which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order:(1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and,(3) towards the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

ALL those lots or parcels of ground in the Third Election District of Anne Arundel County, Maryland, laid out and designated as Lots Numbered Six (6) and Seven (7), in Section "A", Plat of Rock Hill, which plat is recorded among the Land Records of Anne Arundel County in Cabinet 2, Rod E-1, Play No. 1, said lots having a combined frontage of about two hundred feet on Hillside Road as shown on said plat.

BEING the same lots of ground which, by deed of even date herewith,and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, were granted and conveyed by The Riviera Beach Development Company to the said John F. Folderauer and Mary E. Folderauer, his wife,

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, forever in fee simple.

Provided, that if the said Mortgagor, his,her or their heirs and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness,and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.

5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, and assigns, may retain possession of the hereby mortgaged property.

AND in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall be lawful for the said The Capital Building and Loan Association of Baltimore City, its successors and assigns, or Harry A. Kohlerman or John O. Dumler, their Attorneys or Agents, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his her or their personal representatives or assigns, subject to the payment of the annual ground rent aforesaid; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, its successors, or assigns, or party making the sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply; first, to the payment of all expenses incident to such sale including a fee of Fifty Dollars and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor, for himself, his heirs, and assigns, does hereby covenant andagree 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 court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness,principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses,costs and commission the said Mortgagor, for himself, his heirs and assigns, does hereby covenant and agree to pay; and the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, their said Attorneys, shall not be required to receive the principal and interest only,of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

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 plurel the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

WITNESS:

Gerald E. Topper

John F. Folderauer (SEAL)

Mary E. Folderauer (SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 27th day of November, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John F. Folderauer and Mary E. Folderauer, his wife, the above named Mortgagor(s),and they acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared James Windfelder, the President of the within body corporate, Mortgagee, and made oath indue form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

(Notarial Seal). Gerald E. Topper,

My Commission expires May 7, 1945 Notary Public

Recorded 30 November, 1943, at 11:45, in Liber J.H.H. #294,folio 399.

Filed January 7, 1947.

PLAINTIFF'S EXHIBIT "B"

MORTGAGE.

(MD. STATE STAMP $1.30)

THIS MORTGAGE, Made this twenty-second day of December, in the year Nineteen Hundred and Forty-five, by and between John F. Folderauer and Mary E. Folderauer, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Thirteen hundred Dollars ($1300.00), said advance or loan having been used in

part payment of the purchase money for the property hereinafter described; and,

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Thirteen Hundred Dollars ($1300.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Thirteen Dollars ($13.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of January, 1946, and continuing on the first day of each month thereafter until the principal, interest and such fines and charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate,(which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1)to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

ALL those lots or parcels of ground in the Third Election District of Anne Arundel County, Maryland, laid out and designated as Lots Numbered Six (6) and Seven (7) in Section "A", Plat of Rock Hill, which plat is recorded among the Land Records of Anne Arundel County in Cabinet 2, Rod E-1, Plat No. 1, said lots having a combined frontage of about two hundred feet on Hillside Road as shown on said plat.

BEING the same lots of ground which, by deed dated November 27, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 294, folio 397, were granted and conveyed by The Riviera Beach Development Company to the said John F. Folderauer and Mary E. Folderauer, his wife.

BEING also the same lots of ground described in a first mortgage from the said John F. Folderauer and Mary E. Folderauer, his wife, to the said The Capital Building and Loan Association of Baltimore City dated November 27, 1943, and recorded among the Land Records aforesaid in Liber J.H.H. No. 294, folio 399, made to secure the repayment of the sum of Thirty-three Hundred Dollars and interest.

WHEREAS, This mortgage shall also secure future advances, as provided by Chapter 923 of the Laws of the State of Maryland, passed at the January session, in the year 1945, or any supplement thereto.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto and to the use of the

said Mortgagee, its successors and assigns, forever, in fee simple.

PROVIDED, that if the said Mortgagor, his, her or their heirs and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

IT IS AGREED THAT SAID Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

AND the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.

2. To keep the improvements on said property in good repair; and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and saidMortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.

5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent,then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

8. That he specially warrants the property herein mortgaged ,and that he will execute such further assurances thereof as may be required.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs and assigns, may retain possession of the hereby mortgaged property.

AND in case of any default in any of the payments,covenants or conditions of this mortgage,the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, become due and demandable; the waiver of any

default or failure to exercise the option to demand the whole ba ance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall be lawful for the said The Capital Building and Loan Association of Baltimore City, its successors and assigns, or Harry A. Kohlerman or John O. Dumler, their Attorneys or Agents, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale,and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their personal representatives or assigns, subject to the payment of the annual ground rent aforesaid; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, its successors, or assigns, or party making the sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply; first, to the payment of all expenses incident to such sale including a fee of Fifty Dollars, and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representative or assigns, or to whoever may be entitled to the same.

And the said Mortgagor, for himself, his heirs, and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor, for himself, his heirs, personal representatives and assigns, does hereby covenant and agree to pay; and the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, their said Attorneys, shall not be required to receive the principal and interest only, of said Mortgage debt in sstisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and Seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Edith L. Lindsay

John F. Folderauer (SEAL)

Mary E. Folderauer (SEAL)

STATE OF MARYLAND, BALTIMIRE CITY, TO WIT:

I HEREBY CERTIFY, That on this twenty-second day of December, 1945, before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John

F. Folderauer and Mary E. Folderauer, his wife, known to me to be the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act;

At the same time also personally appeared James Windfelder, the President of the within body corporate, Mortgage, 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 affidavot.

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

(Notarial Seal) Edith L. Lindsay, Notary Public.

My commission expires May 5, 1947.

Recorded 29 December, 1945, at 10:00 o'clock in Liber J.H.H. #344,folio 495.

Filed January 7, 1947.

AFFIDAVIT AS TO MILITARY SERVICE.

I HEREBY CERTIFY, That on this 6th day of January, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Emil R. Schomborg, Secretary of The Capital Building and Loan Association of Baltimore City, Plaintiff in the above entitled case, and made oath in due form of law that the Defendants, John F. Folderauer and Mary E. Folderauer, his wife, against whom the above case has been docketed, are not in the Military Service of the United States, or of any nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps and have not been ordered to report for service therein.

(Notarial Seal) Mildred I. Tavik, Notary Public.

I. R. Schomberg, Secretary.

Affiant.

Filed January 7, 1947.

B O N D .

EAGLE INDEMNITY COMPANY.

KNOW ALL MEN BY THESE PRESENTS, That We, John O. Demler, Atty. as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of Forty-five Hundred ($4500.00) Dollars, current money, to be paid to the said State of Maryland or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators,jointly and severally,firmly by these presents, sealed with our seals, and dated this 20th day of October nineteen Hundred and 47.

WHEREAS, by virtue of a power of sale contained in two mortgages from John F. Folderauer and Mary E. Folderauer, his wife, to the Capital Building and Loan Association of Baltimore City bearing dates on or about the 27th day of November Nineteen Hundred and 43, and December 22, 1945, the said John O. Dumler, Atty.,is authorized and empowered to make sale of the property described in said mortgages, incase default should be made in the payment of the principal debt secured by said mortgagors or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said John O. Dumler is about to execute said power and make sale of the property described as aforesaid in said mortgages.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That,if the above bounden John O. Dumler,

Atty. do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue.

Test: John O. Dumler, (SEAL)

Dorothy Basel EAGLE INDEMNITY COMPANY

(Corporate Seal.) By Benjamin Michaelson,Atty-in-Fact.

Approved this 28" day of Oct. 1947.

John H. Hopkins, 3rd, Clerk.

Filed October 28, 1947.

STATEMENT OF MORTGAGE CLAIm.

Amount of mortgage, dated November 27, 1943		$3,300.00
Less payments to date		801.07
Balance due	$	$2,498.93
Amount of mortgage dated December 22, 1945	1,300.00	
Less payments to date	56.32	
Balance due		$1,243.68
TOTAL MORTGAGE CLAIM		$3,742.61

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 27th day of_____ in the year one thousand nine hundred forty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Mary E. Bauer, Secretary of The Capital Building and Loan Association of Baltimore City, the plaintiff in the above entitled case, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the mortgages filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Mildred I. Tavik, Notary Public.

My commission expires May 2,1949.
Filed Oct. 28, 1947.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

The report of sale of John O. Dumler, Attorney named in the mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved,and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice on the fourth day of November, 1947, at eleven o'clock,A.M., sell at the CourtHouse door, Annapolis, Maryland, the aforesaid fee simple property unto Stanley Pulz and Eva Pulz, at and for the sum of Five Thousand Twenty-five Dollars ($5,025.00) cash, the said Stanley Pulz and Eva Pulz, his wife, having offered the greatest price therefor.

John O. Dumler,

Attorney named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify, that on this 6th day of November,in the year one thousand nine hundred

and forty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Mildred I. Tavik, Notary Public

My commission expires May 2, 1949.

Filed Nov. 7, 1947.

ORDER NISI

Ordered, this 7" day of November, 1947, That the sale of the property mentioned in these proceedings made and reported by John O. Dumler, Attorney named in mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9" day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9" day of December next.

The report states that the amount of sales to be $5,025.00

John H. Hopkins, 3rd, Clerk.

Filed Nov. 7, 1947.

CERTIFICATE OF PUBLICATION

Annapolis,Md:8 December 1947

We hereby certify that the annexed ORDER NISI, CAPITAL BLDG. & LOAN ASSO. OF BALTO., vs John F. Folderauer was published in MARYLAND GAZETTE, a newspaper published in the City of Annapolis,Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of December, 1947. The first insertion being made the 13th day of November, 1947.

THE CAPITAL-GAZETTE PRESS, INC.

By Shirley McDonald

Filed Dec. 11, 1947.

FINAL ORDER

ORDERED BY THE COURT, This 11th day of December, 1947, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

JAMES CLARK -

Filed Dec. 11, 1947.

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, January 5, 1948

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. The Capital Building and Loan Association of Baltimore City vs John F. Folderauer and Wife,in ac.

To Attorney for Fee	50.00
To Attorney for Commissions	181.77
	231.77

To Attorney for Court costs, viz:		
Clerk of Court- costs	13.25	
Auditor- stating this account	9.00	22.25
To Attorney for Expenses, viz:		
Capital-Gazette Press- advertising sale	30.00	
Capital-Gazette Press-handbills and State Tax	10.71	
Capital-Gazette Press- Order Nisi (Sale)	5.00	
Capital-Gazette Press-Order Nisi (Acct.	5.00	
Eagle Indemnity Co;- bond premium	18.00	
George W. Scible- auctioneer	21.00	
One-half Federal revenue stamps	3.02	
One-half State revenue stamps	3.03	
Mildred I. Tavik- notary fees	.75	96.51
The Capital Building & Loan Association of Baltimore City, mortgage-in full for mortgage claim filed		3,742.61
To John F. Folderauer and Mary E. Folderauer, his wife, mortgagors- this balance		970.89
		5,064.03

with John O. Dumler, Attorney named in Mortgage Cr.

1947.			
_ _	Proceeds of Sale	5,025.00	
	Interest on deferred payment	33.95	5,058.95
	Refund 1947 taxes ($32.64-Adj.)		5.08
			5,064.03

Filed Jany. 7, 1948

ORDER NISI

ORDERED, This 7" day of January, 1948, 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 9" day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9" day of February next.

John H. Hopkins, 3rd, Clerk.

Filed Jany. 7, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. February 10, 1948.

We hereby certify, that the annexed ORDER NISI-Equity #9180 Capital Bldg. & Loan vs John Folderauer & wife was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of February 1948. The first insertion being made the 15th day of January, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG _ By Shirley McDonald

Filed February 10, 1948.

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

ORDERED BY THE COURT, this 10 day of February, 1948, that the aforegoing Report and Account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

William J. McWilliams,

Judge.

Filed February 10, 1948.

RICHARD D. BIGGS,	:	IN THE
ASSIGNEE	:	CIRCUIT COURT
VS	:	FOR
PEARLY LEE TAYLOR, JR. and	:	ANNE ARUNDEL COUNTY
DOROTHY TAYLOR, his wife.	:	NO. 9181 Equity

: : : : : : :

ORDER TO DOCKET SUIT.

MR. CLERK:

Please docket the above entitled case and file "Petitioner's Exhibit No. 1".

Richard D. Biggs, Assignee.

Filed January 10, 1947

PETITIONER'S EXHIBIT NO. 1.

MORTGAGE

THIS MORTGAGE, Made this 30th day of April, in the year one thousand, nine hundred and forty-six, between Pearly Lee Taylor, Jr., and Dorothy Taylor, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor, and the LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of Fifty-eight Hundred Dollars, (being part of the purchase money for the property hereinafter described);

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of four per cent. (4%) per annum in the manner following:

By the payment of Thirty-five Dollars and Fifteen Cents ($35.15) on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments shall be applied by the Mortgagee in the following order: (1) to the payment of interest, and (2) to the payment of the aforesaid principal sum, provided the Mortgagor is not in default on any other payments required under the terms of the Mortgage.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County, in said State,

and described as follows:

BEING Lot 20 Church Street on Plat of Colonial Housing Corporation, Part of Roland Terrace, Anne Arundel County, Maryland, filed among the Anne Arundel County Land Records in Cabinet No. 2 Rod E-2 Plat No. 15. Improvements now known as No. 510 Church Street.

Being the same lot of ground described in a Deed from Thomas Lawson Hooper and Evelyn Wroten Hooper, his wife, to Pearly Lee Taylor, Jr., and Dorothy Taylor, his wife, bearing even date herewith and recorded, or intended to be recorded, among the Land Records of Anne Arundel County prior hereto.

Subject to the Restrictions etc. in a deed dated May 14, 1942 and recorded among said Land Records of Anne Arundel County in Liber J.H.H. No. 259 folio 250 from Colonial Housing Corporation to Richmer Realty Corporation.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, forever in fee simple.

PROVIDED, however, if the said Mortgagor, his heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

AND The said Mortgagor, for himself, his heirs, personal representatives and assigns covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest,as herein provided: (2) to keep the buildings on the premises insured against loss by fire, windstorm or such other hazards as may be required by the Mortgagee for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and renewal receipts to the Mortgagee, its successors,or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable and to establish a fund to assure said payments, the Mortgagor shall pay to Mortgagee on the first day of each month one-twelfth of the yearly aggregate of such items. In the event the Mortgagor fails to make the payments or establish the fund, the Mortgagee, its successors or assigns, is hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of four per cent. (4%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; In event Mortgagee requires life insurance upon the Mortgagor, or any of them, then the premiums may be advanced by Mortgagee, at its option, and added to the unpaid principal balance of said loan and bear the rate of interest herein agreed to; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon failure of the Mortgagor, his heirs, personal representatives and assigns, to keep the buildings on said property in good

condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct. (7) This Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any amendments re-enactments or supplements therein; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment,as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs,personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for James Clarke Murphy, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his,her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows; first, to the payment of all expenses incident thereto, including a fee of $58. and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor, his heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

The 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.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite.

WITNESS the hand and seal of the said Mortgagor.

Witness: Pearly Lee Taylor, Jr., (SEAL)

Regina Graham. Dorothy Taylor (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 30th day of April, 1946, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared Pearly Lee Taylor, Jr., and Dorothy Taylor, his wife, and acknowledged the aforegoing mortgage to be their act. At the same time also appeared Michael A. Mueller,President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Regina Graham, Notary Public.

Recorded May 3, 1946, at 1:40 P.M., in Liber J.H.H. No. 355,folio 158.

Filed Jan. 10, 1947.

SHORT ASSIGNMENT OF MORTGAGE

January 7, 1947.

FOR VALUE RECEIVED the Loyola Federal Savings and Loan Association hereby assigns the within mortgage to Richard D. Biggs.

AS WITNESS the corporate seal of said body corporate, and the signature of Michael A.Mueller, President thereof.

TEST: (CORPORATE SEAL) LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION.

MARGUERITE C. REESE By Michael A. Mueller, President.

O.P. Received for record Jan'y 8,1947,at 9:45 A.M.,Recorded J.H.H. #355. folio 161,etc.,

Filed Jan. 10, 1947.

STATEMENT OF MORTGAGE CLAIM.

STATEMENT OF MORTGAGE CLAIM of Richard D. Biggs under mortgage from Pearly Lee Taylor,Jr., and Dorothy Taylor, his wife, to Loyola Federal Savings and Loan Association, dated April 30,1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 355, folio 158, and having been duly assigned to Richard D. Biggs.

Amount of loan dated 4/30/46	$5800.00	
Paid on account of principal	163.61	
Balance due		$5636.39
Property expense balance, credit		25.24
		$5611.15
Interest from Sept. 1st to Jan. 6th		80.97
Total amount due		$5692.12

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY THAT on this 9th day of January, 1947, before me, the subscriber, a Notary

Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Richard D. Biggs, Assignee, and made oath in due form of law that the aforegoing is a true and just statement of the amount of mortgage claim under the mortgage filed in said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Marguerite E. Cooper, Notary Public.

Filed January 10, 1947.

MORTGAGEES OR ATTORNEYS BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, Richard D. Biggs, Assignee Union Trust Building, Baltimore, Maryland, as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six thousand ($6,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 7th day of January, in the year of our Lord_forty-seven

WHEREAS, the above bounden Richard D. Biggs by virtue of the power contained in a mortgage from Pearly Lee Taylor, Jr., and Dorothy Taylor, his wife, to Loyola Federal Savings & Loan Association, Inc. bearing date the 30th day of April, 1946 and recorded among the mortgage records of Anne Arundel County in Liber JHH No. 355 Folio 158 and which has been duly assigned to Richard D. Biggs, assignee who is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Richard D. Biggs 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 Richard D. Biggs has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered
in the Presence of
Marguerite E. Cooper
As to Surety
Rose M. Bausch (Corporate Seal)

Richard D. Biggs (SEAL)
NATIONAL SURETY CORPORATION
By H. Cookman Hindes, Attorney-in-fact

BOND APPROVED.

John H. Hopkins, 3rd, Clerk.

Filed Jan. 10, 1947.

REPORT OF SALE.

The Report of Richard D. Biggs, assignee of a mortgage made by Pearly Lee Taylor, Jr., and Dorothy Taylor, his wife, to Loyola Federal Savings and Loan Association and duly assigned to Richard D. Biggs, respectfully represents.

That acting under the power and authority conferred upon him in the said mortgage which is duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 355, folio 158,and

after having complied with all the requirements of law and default having been made by the said mortgagors in the covenants and conditions of the said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County for at least three successive weeks, he did, pursuant to said notice, on the premises, on Monday, February 24, 1947, at two o'clock,P.M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

Your assignee offered at public sale to the highest bidder the property mentioned in said mortgage and situate in Anne Arundel County, State of Maryland, being Lot 20 Church Street on Plat of Colonial Housing Corporation, Part of Roland Terrace, filed among the Anne Arundel County Land Records in Cabinet No._ Rod-E-2 Pat No. 15, and being known as No. 510 Church Street, in the Fifth Election District of Anne Arundel County, in fee simple.

And your assignee sold the above described property unto Ralph B. Miller and Ralph J. Miller, as joint tenants and not as tenants in common, their assigns, the survivor of them, and the heirs and assigns of such survivor, for the sum of Sixty Three Hundred ($6300.00) Dollars,they being at that time the highest bidder therefor, the terms being cash upon ratification of sale by the Court.

Respectfully submitted,

Richard D. Biggs, Assignee.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 25th day of February, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid,personally appeared Richard D. Biggs, the assignee mentioned in the foregoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Marguerite E. Cooper, Notary Public.

Filed Feby 26, 1947

ORDER NISI

ORDERED, this 26th day of February, 1947, That the sale of the property mentioned in these proceedings made and reported by Richard D. Biggs, Assignee, BE RATIFIED AND CONFIRMED , unless cause to the contrary thereof be shown on or before the 29th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of March next.

The report states that the amount of sales to be $6300.00

John H. Hopkins, 3rd, Clerk.

Filed Feby. 26, 1947

CERTIFICATE OF PUBLICATION.

Annapolis, Md. March 21st, 1947

We hereby certify, that the annexed ORDER NISI RICHARD D. BIGGS was published in MARYLAND GAZETTE a newspaper published in the city of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of March, 1947. The first insertion being made the 6th day of March, 1947.

THE CAPITAL-GAZETTE PRESS, INC.

8245 By Mae Carlson

Filed March 21, 1947

FINAL ORDER

ORDERED BY THE COURT, This 2" day of April, 1947 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; amd the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

WILLIAM J. McWILLIAMS, A. J.

Filed 2 April, 1947

AFFIDAVIT OF MILITARY STATUS.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:-

I HEREBY CERTIFY, That on this 3rd day of April in the year one thousand nine hundred and forty seven before me, the Subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared James H. Jones, Secretary of Loyola Federal Savings and Loan Association and made oath in due form of law that neither of the above named Defendants, is in the Military Service of the United States.

AS WITNESS, my hand and Notarial Seal.

(Notarial Seal) Marguerite E. Cooper, Notary Public

Filed April 5, 1947

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, April 19, 1947.

All of which is respectfully submitted.

Laura R. Jickling , Auditor

Dr. Richard D. Biggs, Assignee, vs. Pearly Lee Taylor, Jr., and Dorothy Taylor, his wife, In Ac.

TO Assignee for Fee	58.00	
To Assignee for Commissions	219.00	277.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor-stating this account	13.50	42.25
To Assignee for Expenses, viz:		
Capital-Gazette Press- advertising sale	32.50	
Capital-Gazette Press,-Order Nisi (Sale)	5.00	
Capital-Gazette Press- Order Nisi (Acct.)	5.00	
The Sun - advertising sale	14.40	
National Surety Corporation-bond premium	24.00	
Sam W. Pattison & Co.-auctioneer's fee	20.00	
Clerk of Court-certified copy of deed	1.75	
Clerk of Court-recording assignment	1.75	
Postage-registered mail	.54	
One-half Federal revenue stamps	3.58	
One-half State revenue stamps	3.15	
Marguerite E. Cooper- notary fees	.60	
Jacobs Plumbing Co-thawing and draining house,pumping out celler,etc	56.75	169.02

To Assignee for Taxes, viz:		
1947 State and County taxes-adjusted to day of sale		9.18
To Assignee for Benefit Charges, viz:		
1947 Water rent to day of sale	8.36	
Turnoff charge	1.00	9.36
To Loyola Federal Savings & Loan Ass'n., Mortgagee ,in full for mortgage claim	5,692.12	
Fire Insurance premium paid by mortgagee after filing mortgage claim	46.80	5,738.92
To Pearly Lee Taylor,Jr.,and Dorothy Taylor, his wife, Mortgagors,- this balance		54.27
		6,300.00

WITH Richard D. Biggs, Assignee Cr.

1947		
Feb. 24 Proceeds of Sale		6,300.00
		6,300.00

Filed April 22, 1947.

ORDER NISI

ORDERED, This 22" day of April, 1947, 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 24" day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24" day of May next.

John H. Hopkins, 3rd, Clerk.

Filed April 22, 1947.

PETITION.

To the Honorable,the Judges of said Court:

The Petition of Noah A.Hillman,Trustee,in the above entitled cause, respectfully shows:

1. That he stated an account in this case which was duly audited,ratified by the Court and on which the Court entered an Order dated August 31,1948,directing him to pay the corpus to the survivor of John C.Talbott and his wife.

2. That the said John C.Talbott is still confined in Spring Grove State Hospital and is still married to Leslie Talbot.

3. That the wife,Leslie Talbott,sometime past filed a suit for divorce a vinculo matrimonii from the said John C.Talbot in the Circuit Court No.2 of Baltimore City,which suit is now pending and your petitioner has been summoned in the matter also.

4. That your petitioner has received communication from Leslie Talbot showing that she is ill unable to work and in need of funds.The latest communication,a telegram,received from Mrs.Talbott is filed herewith as your petitioner's exhibit and is prayed to be taken as a part hereof.

5. That your petitioner believes it to be fair and equitable for this Court to authorize him to advance Mrs. Talbott two hundred ($200.00) dollars as requested to be charged against her share of the funds in his hands.

6. That your Trustee still retains under his control the sum of twenty-three hundred fifty-four dollars and thirty-five cents ($2354.35) (plus accrued interest) which is jointly owned by John C. Talbott and Leslie Talbott.

WHEREFORE,your petitioner prays the Court to authorize him to advance the sum of two hundred, ($200.00) dollars from the joint funds in his hands and to pay the same to Leslie Talbott.

AND,as in duty bound, etc.

15th Noah A. Hillman, Trustee. Petitioner.

Filed/October,1951.

ORDER OF COURT.

Upon the aforegoing Petition and Exhibit it is this 15th day of October,1951,ORDERED by the Circuit Court for Anne Arundel County,in Equity,thatthe petition be, and it is hereby dismissed.

Benjamin Michaelson, Judge.

Filed 15 October, 1951

JACOB LIMON ,and : No. 9030 Equity

TILLIE LIMON, his wife : IN THE CIRCUIT COURT

vs : FOR

FRED BOONE and : ANNE ARUNDEL COUNTY

MAE BOONE, his wife. :

: : : : : : : : :

BILL OF COMPLAINT

TO THE HONORABLE,THE JUDGES OF SAID COURT:

Your Orators, complaining say:

1. That by deed dated July 26, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 117, folio 399, your Orators acquired two (2) lots of ground in the First Election District of Anne Arundel County, at Woodland Beach, Maryland, being lot numbers 2441 and 2442 as shown on the Second Map of Woodland Beach, District Number One, Anne Arundel County, Maryland, and recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 24.

2. That your Orators have been in possession of the aforesaid lots since the date of their said deed.

3. That the aforesaid lots were sold by James A. Walton, late Treasurer of Anne Arundel County, on October 14, 1941, to the County Commissioners of Anne Arundel County for the sum of Seventeen Dollars and Ninety-five Cents ($17.95) in tax sale proceedings known as "In The Matter of The Tax Sale of The Land, Personal or Corporate Property of Jacob and Tillie Limon in The First Election District", being tax sale number 5574.

4. That the aforesaid lots were sold to the Respondents, Fred Boone and Mae Boone, his wife, by a deed dated June 6, 1944, by James A. Walton, late Treasurer of Anne Arundel County, and the County Commissioners of Anne Arundel County in pursuance of said tax sale, which deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 311, folio 126. A certified copy of said deed is filed herewith marked Complainants' Exhibit "A" and is prayed to be taken as a part hereof.

5. That the aforesaid tax sale proceedings were instituted by James A. Walton, late Treasurer of Anne Arundel County, acting in pursuance of Chapter 280 of the Acts of the General Assembly of Maryland of 1931, as amended by Chapter 582 of the Acts of 1935.

6. That the purported tax sale and deed aforesaid, executed in pursuance of said tax sale,are null and void for the reason that the aforesaid lots were advertised for sale for taxes improperly in that the description of said lots was insufficient.

7. That the purported tax sale and deed aforesaid, executed in pursuance of said tax sale, are null and void for the reason that James A. Walton, late County Treasurer of Anne Arundel County, conducted the purported sale of the said lots improperly in that the two lots were sold together whereas the said lots were capable of division and being sold separately to satisfy the tax indebtedness giving rise to the tax sale proceedings.

8. That the aforesaid lots have a value of approximately Five Hundred Dollars ($500.00) and were sold for an inadequate price of Thirty-seven Dollars and Fifty Cents ($37.50).

9. That your Orators received no notice of the aforesaid tax sale as required by law and therefore aver that no notice of the aforesaid tax sale was ever mailed to your orators as required by law, and furthermore, say that they received from the County Treasurer of Anne Arundel County a tax bill for the aforesaid lots for the calendar year 1942 and that the said tax bill did not show that the aforesaid lots had been sold for taxes or that sale of the said lots for delinquent taxes was contemplated.

10. That should this Honorable Court find any taxes to be due from your Orators for State County and School Taxes, or for the purchase price or other items, they are ready, willing and able to pay same upon the determination of the proper amount by the Court.

11. That, although the aforesaid tax sale proceedings and the deed aforesaid given in pursuance thereto are null and void, the said deed casts a cloud on your Orators' property and they will suffer irreparable injury for which they have no sufficient legal remedy unless this Honorable Court intervenes.

To the End Therefore,

(a) That the aforesaid deed by and between James A. Walton, late County Treasurer of Anne Arundel County and the County Commissioners of Anne Arundel County and the said Fred Boone and Mae Booke, his wife, may be by this Court revoked, cancelled, set aside and annulled and your Orators may be declared to hold and enjoy their said property mentioned and referred to in these proceedings unaffected thereby.

(b) That your Orators may have such other and further relief as their case may require.

May it please your Honor to grant unto your Orators the writ of subpoena of the State of Maryland, directed to the Respondents, Fred Boone and Mae Boone, his wife, whose address is 5313 Emerson Street, Rodgers Heights, Hyattsville P.O., Maryland, commanding them to be and appear in said Court on some day to be named in said Writ and answer the premises and abide by and perform such orders or decrees as may be passed therein.

And as in duty bound, etc.

C. Osborne Duvall
Marvin I. Anderson
Solicitors for Orators.

Jacob Limon
Tillie Limon
Orators

Filed April 25, 1946

COMPLAINANTS' EXHIBIT "A"

Certified copy of deed from James A. Walton, County Treasurer, of Anne Arundel County, The County Commissioners of Anne Arundel County, a body corporate to Fred Boone and Mae Boone, his wife, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 311, folio 126.

NO TITLE EXAMINATION MADE.

THIS DEED, made this 6th day of June, 1944, by and between James A. Walton, County Treasurer of Anne Arundel County, of the first part; The County Commissioners of Anne Arundel County, a body corporate, purchaser of the hereinafter-described property, of the second part; and Fred Boone and Mae Boone, his wife, of Prince George's County, and State of Maryland, of the third part.

WHEREAS, default having been made in the payment of state, county and school taxes due and owing on the property hereinafter mentioned for the year 1940, and assessed to Jacob and Tillie Limon, and the said James A. Walton, County Treasurer, and collector of state, county and school taxes, under the provisions of the laws of the State of Maryland and in compliance with the duties thereof imposed upon him, having first complied with all the provisions of the law in relation thereto, proceeded to and did sell the hereinafter-mentioned and-described property to enforce the payment of said taxes so in default; and

WHEREAS, ON THE 14th day of October, 1941, the said James A. Walton, County Treasurer as aforesaid, sold said property hereinafter described at public sale to the County Commissioners Of Anne Arundel County at and for the sum of $17.95 the same being then and there the highest offer therefor; and

WHEREAS: said sale was duly reported to the Circuit Court for Anne Arundel County; and the proceedings having been found regular, and the provisions of the law complied with, an order nisi was duly passed therein; and

WHEREAS, after publication of said order nisi as required by law, the said sale was finally ratified and confirmed by said court on the 17th day of December, 1942; and the said James A .Walton, County Treasurer, is authorized by law to execute this deed; and

WHEREAS, the said James A. Walton, County Treasurer, and the County Commissioners of Anne Arundel County, a body corporate purchaser as aforesaid, have sold all their right, title, interest and estate in the property mentioned in the aforesaid sale to the said Fred Boone and Mae Boone, his wife, and join inthis deed to convey the same to the said Fred Boone and Mae Boone, his wife.

NOW, THEREFORE, THIS DEED WITNESSETH: That in consideration of the premises and the sum of $37.50 paid to the County Commissioners,of Anne Arundel County, a body corporate, the said James A. Walton, County Treasurer as aforesaid, and the County Commissioners of Anne Arundel County, a body corporate do hereby grant and convey unto the said Fred Boone and Mae Boone, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple, the following described property situate, lying and being in the First Election District of Anne Arundel County aforesaid:

BEING LOTS Nos. 2441 and 2442, together with the right, title and interest of the grantors,if any, in and to that portion of the road or roads, streets or avenues immediately adjoining the said premises, as designated and delineated on the plat entitled: "Second Map of Woodland Beach",District Number One, Anne Arundel County, Maryland", and filed among the Plat Records of Anne Arundel County aforesaid in Plat Book F.S.R. No. 3, folio 24.

BEING the same property which was conveyed to the said Jacob Limon and wife, by Kenneth Bovay and wife by deed dated July 26, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 117, folio 399.

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

TO HAVE AND TO HOLD the said lots of ground and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging, or appertaining, unto and to the proper use and benefit of the said Fred Boone and Mae Boone, his wife, as tenants by the entiretiesthe survivor of them, their heirs and assigns, in fee simple.

AS WITNESS the hands and seals of said grantors.

Witness: Grace E. Roth,as to — James A. Walton (Seal -

(Corporate Seal) — County Treasurer of Anne Arundel County.

Attest: — County Commissioners of Anne Arundel County

R. Harry Arnold, Clerk. — By John J. Levay, President.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 6th day of June,1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James A. Walton,County Treasurer of Anne Arundel County, and acknowledged the foregoing deed to be his deed and act, and at the same time also appeared John J. Levay,President of the County Commissioners of Anne Arundel County, a body corporate, and duly acknowledged the foregoing instrument to be the act and deed of said body corporate.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Grace E. Roth, Notary Public.

Recorded June 15, 1944, at 11:30 A.M.

State of Maryland, Anne Arundel County, Sct:

I Hereby certify, that the foregoing Deed was truly taken and copied from Liber J.H.H. 311, folio 126, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 24th day of April, A.D. 1946.

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

Filed April 25, 1946.

EQUITY SUBPOENA (TAX SALE)

MARYLAND, SCT: THE STATE OF MARYLAND

To Fred Boone and Mae Boone, his wife, 5313 Emerson St.Rodgers Heights,Hyattsville,P.O.,Maryland. of Prince George's County, GREETING:

YOU ARE HEREBY COMMANDED,That all excuses set apart, you be and appear before the Circuit Court for Anne Arundel County, in Equity, in the City of Annapolis, on or before the 1st.,day of July, 1946, and answer the complaint of JACOB LIMON and TILLIE LIMON, his wife,or redeem the property referred to in the said complaint, which property was sold for non-payment of taxes and other public liens to the said complaint. In case of your failure to answer the said complaint or to redeem the said property on or before the day set out above, a final decree will be rendered foreclosing all rights of redemption in the property.

WITNESS, the Honorable James E. Boylan, Jr., Chief Judge of the said Court, the 4th day of March, 1946.

ISSUED the 25" day of April, 1946.

(Court Seal) John H. Hopkins, 3rd, Clerk.

Summoned Fred and Mae Boone and left copy of Subpoena with them this 29th day of May,1946/.

L. Earle, Sheriff.

Filed June 13, 1946.

DEMURRER AND ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE demurrer and answer of the respondents to the bill of complaint filed against them in the above-entitled case respectfully shows:

THAT these respondents demur to the said bill of complaint and to each and every paragraph thereof, and for grounds of demurrer show:

FIRST: That the said bill of complaint is bad in substance and insufficient in law or in equity.

SECOND: That the complainants have not shown in their bill of complaint such a case as entitles them to any relief in equity against these respondents.

THIRD; That the allegations of said bill of complaint do not support and will not sustain a decree granting the relief prayed for.

FOURTH: That the complainants have failed to join as proper parties all persons having any interest in the property referred to in said bill of complaint.

FIFTH: That the complainants are guilty of laches in having delayed since December 17, 1942, to bring this action.

SIXTH: That the complainants herein did not bring this action within three years from the date of the ratification of the sale of the property mentioned in these proceedings or within

three years from June 1, 1941, whichever date applies, in accordance with the provisions of Chapter 208 pf the Acts of 1941 of the Laws of Maryland.

SEVENTH: And for other good and sufficient reasons to be shown at the hearing hereon.

AND still further answering said bill of complaint and each and every paragraph thereof,and averring that they are entitled to have the demurrer interposed in this cause prior to the hearing on the facts alleged in said bill of complaint, these respondents respectfully show unto Your Honors:

FIRST: That they admit the allegations contained in Paragraph One of said bill of complaint.

SECOND: That they deny the allegations contained in Paragraph Two of said bill of complaint.

THIRD: That they admit the allegations contained in Paragraph Three of said bill of complaint.

FOURTH: That they admit the allegations contained in Paragraph Four of said bill of complaint.

FIFTH: That they admit the allegations contained in Paragraph Five of said bill of complaint.

SIXTH: That they deny the allegations contained in Paragraph Six of said bill of complaint.

SEVENTH: That they deny the allegations contained in Paragraph Seven of said bill of complaint.

EIGHTH: That they neither admit nor deny the allegations contained in Paragraph Eight of said bill of complaint.

NINTH: That they deny the allegations contained in Paragraph Nine of said bill of complaint.

TENTH: That they neither admit nor deny the allegations contained in Paragraph Ten of said Bill of complaint.

ELEVENTH: They deny that the said tax sale proceedings and the deed to these respondents are null and void and deny that there is a cloud on the title to the complainants' property inasmuch as said complainants no longer own the same.

AND having fully answered said bill of complaint, they beg to be hence dismissed with their reasonable costs.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman,

Solicitor for Respondents

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY,that on this 14th day of June, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared FRED BOONE and MAE BOONE, his wife, and made oath in due form of law that the aforegoing demurrer filed by them herein is not intended for delay.

(Notarial Seal) Grace R. Hartge. Notary Public

Filed June 15, 1946.

D E C R E E .

This case standing ready for hearing and the Defendants in open Court consenting to the passage of this Decree,

It is thereupon this 12th day of March, 1947, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that the deed in the proceedings mentioned purporting to have been made and executed on the 6th day of June, 1944, by James A. Walton, late Treasurer of Anne Arundel County, and the County Commissioners of Anne Arundel County to Fred Boone and Mae Boone, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 311, folio 126, as well as the tax sale on which said deed was predicated be and the same are hereby set aside and declared to be null and void to all intents and purposes whatsoever, so far as the same onterfere with or in any manner effect the right and claim of the Plaintiffs under the deed to them,dated July

26, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 117, folio 399, from Kenneth Bovey and Cora M. Bovay, his wife, to the property referred to and described in said deed.

And it is further ADJUDGED, ORDERED and DECREED that the Plaintiffs pay the cost of this suit.

JAMES CLARK, A. J.

The parties to this suit, by their solicitor,hereby assent to the passage of the above Decree.

Marvin I. Anderson

C. Osborne Duvall,

Solicitors for Plaintiffs.

Albert J. Goodman,

Solicitor for Defendants.

Filed 12 March, 1947.

EXPARTE	:	NO. 9185 EQUITY
IN THE MATTER OF	:	IN THE CIRCUIT COURT
HELEN PASKA EGAN,	:	FOR
an incompetent ,	:	ANNE ARUNDEL COUNTY

: : : : : : :

PETITION AND ORDER.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Kenneth Egan respectfully represents unto Your Honors:

1. He is the husband and next friend of Helen Paska Egan, who was and is now a resident of Anne Arundel County, State of Maryland, but who is now a patient at the Spring Grove State Hospital in Baltimore County, Maryland.

2. Your petitioner has been informed that the said Helen Paska Egan is suffering from a mental disorder which renders her incompetent to manage her person and estate. There are filed herewith the certificates of Doctors Silas W. Weltmer and Isadore Tuerk, certifying as to the mental condition of the said Helen Paska Egan, which are attached hereto marked respectively, exhibits A and B and prayed to be taken as a part hereof.

3. The estate of said incompetent, as far as the petitioner is able to ascertain, consists solely of a house and lot of ground located at West Annapolis in the Second Election District of Anne Arundel County, which she and your petitioner own as tenants by the entireties. Said property is subject to a Mortgage which has been reduced to approximately $500.00 and the value of the said property, in the opinion of your petitioner is approximately $5,000.00.

4. There have been born as a result of the marriage of the said incompetent and your petitioner three children namely: Helen Catherine Egan, 12 years of age, Kenneth E. Egan, Jr., 10 years of age and Patrick J. Egan, 2½ years of age; the said Helen Catherine Egan and Kenneth E. Egan,Jr., are now living with and being cared for by your petitioner's mother and father, who reside in the aforesaid community of West Annapolis. The said Patrick J.Egan is living with and being cared for by Mr. and Mrs. Harrison Pollock, who reside in the community of Truxton Park.

5. Your petitioner is of the opinion that a sale of the above mentioned premises would be in the best interests of the said incompetent, your petitioner and their children.

6. There is no one legally authorized to represent the interests of the said incompetent and your petitioner is of the opinion that it is appropriate and desirable to have a suitable Committee appointed for the person and estate of the said incompetent.

WHEREFORE YOUR PETITIONER PRAYS:

1. That a Committee be appointed for the person and estate of the said Helen Paska Egan.

2. That Your Honors issue a commission directed to the Sheriff of Anne Arundel County to inquire into the lunacy and incompetency of the said Helen Paska Egan.

3. That your petitioner may be granted such other and further relief as the exigencies of this case may require.

AND, as in duty bound, etc.

Kenneth E. Egan, Petitioner

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that on this 21 day of December, in the year Nineteen Hundred and Forty-Six, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the State and County aforesaid, personally appeared KENNETH EGAN, the petitioner named in the foregoing petition, and made oath in due form of law that the matters and facts therein set forth are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Clemence C. Burwell - Notary Public.

My Commission expires: 5/7/47

ORDER.

Upon the aforegoing petition, affidavit and exhibits, it is this 16 day of January, in the year Nineteen Hundred and Forty-7, ORDERED by the Circuit Court of Anne Arundel County, that a writ be issued as prayed and that the presence of the said HELEN PASKA EGAN, before the Sheriff's Jury be dispensed with.

William J. McWilliams, Judge.

PHYSICIAN'S CERTIFICATE OF MENTAL INCOMPETENCE.

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 17 day of December, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Isadore Tuerk, M. D., who made oath in due form of law that he is and has been for the past 7 years an attending neuropsychiatrist at the Spring Grove State Hospital, Catonsville, Maryland; that HELEN EGAN was admitted as a patient in the Spring Grove State Hospital on the 5 day of May, 1944, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Helen Egan from time to time, his last examination being on Dec. 17, 1946, that from the opportunity afforded him of observing the said Helen Egan, he is convinced that she is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage her property or to execute a valid deed of contract; that the cause of such mental disability is unknown; that the nature of such mental disability is Schizophrenia Paranoid type manifested by auditory hallucinations disturbed episodes, vague thought processes, emotional blushing and history of dilusions of persecution, that the extent and porbable duration of the incompetency of the said Helen Egan is total for the exercise of normal judgment and reason in the management of her personal and business affairs and in my opinion will continue [illegible] for an indefinite period of months and perhaps years.

He is further of the opinion that it would be seriously detrimental to the said Helen Egan both physically and mentally, to require her to appear before a Court as a witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate.

Isadore Tuerk, M.D. Affiant.

Sworn to before me this 17th day of December, 1946.

(Notarial Seal) B. Compton Graham, Notary Public

My Commission expires May 5th,1947.

PHYSICIAN'S CERTIFICATE OF MENTAL INCOMPETENCE.

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 17th day of December, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Silas W. Weltmer, M. D., who made oath in due form of law that he is and has been for the past 15 years an attending neuropsychiatrist at the Spring Grove State Hospital, Catonsville, Maryland; that Helen Egan was admitted as a patient in the Spring Grove State Hospital on the 5th day of May, 1944,and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Helen Egan from time to time, his last examination being on December 17th, 1946,that from the opportunity afforded him of observing the said Helen Egan, he is convinced that she is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage her property or to execute a valid deed of contract; that the cause of such mental disability is Unknown; that the nature of such mental disability is Schizophrenia Paranoid type manifested by auditory halluciations-confusion of thoughts-disturbed and exciting episodes- emotional instability and persistent delusions of persecution; that the extent and probable duration of the incompetency of the said Helen Egan is total for the exercise of normal reason and judgment in the management of her personal and business affairs, which incompetency will, in my opinion continue for an indefinite period of months and perhaps years.

He is further of the opinion that it would be seriously detrimental to the said Helen Egan, both physically and mentally, to require her to appear before a Court as a witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate.

Silas W. Weltmer, M. D. Affiant.

Sworn to before me this 17th day of December, 1946.

(Notary Seal.) B. Compton Graham, Notary Public.

My Commission expires May 5, 1947.

Filed 16 January, 1947.

RETURN OF INQUISITION AND ORDER OF COURT THEREON.

THIS Inquisition, taken this 14th, of February, in the year Nineteen Hundred and Forty-seven in Anne Arundel County, in the State of Maryland, before Joseph W. Alton, Esquire, the Sheriff of the said County, in virtue of the annexed writ de lunatico inquirendo to him directed, issued out of the Circuit Court of Anne Arundel County, upon the oaths or affirmations of: Charles H.Sherman, Theadore T. Pantaleo, Frank M. Duvall, Adolph C. Braun, Fred Schoen, Harry S. Price, James H. Barrett, Joseph H. Griscom,Sr., John A. Bromley, Charles C. Jones, Clifton J. Russell, Ernest Leip, and Joseph W. Alton, Sr.; good and lawful men of the bailiwick, who, being sworn and charged upon their oaths and affirmations to inquire into the sanity of Helen Paska Egan, Witnesseth:

That the said jurors aforesaid do find that the said Helen Paska Egan, in the said writ named, is of unsound mind and a lunatic, without lucid intervals, so that she is not capable of the government of herself or the management of her estate, and that she hath been in such state of mind for more than a year past, but how she became so, the jurors aforesaid cannot say, unless by the visitation of God.

And the jurors aforesaid do also find that the said Helen Paska Egan is seized and possessed of valuable real estate situate in this County at West Annapolis valued at about Five Thousand ($5,000.) dollars, nor do they find that she hath, when in such unsound mind, aliened any part thereof; and that the nearest of kin to the said Helen Paska Egan was Kenneth E. Egan, husband, Helen Catherine, daughter, Kenneth E. Egan, Jr., son, and Patrick J., son.

In witness whereof, as well the jurors aforesaid, as the said Joseph W. Alton, Esquire,Sheriff, have hereto subscribed their names and affixed their seals the day and year first herein mentioned.

James H. Barrett,	(SEAL)	Charles H. Sherman	(SEAL)
Joseph H. Griscom, Sr.,	(SEAL)	Theodore T. Pantaleo	(SEAL)
John A. Bromley	(SEAL)	Frank M. Duvall	(SEAL)
Charles C. Jones	(SEAL)	Adolph C. Braun	(SEAL)
Clifton J. Russell	(SEAL)	Fred Schoen	(SEAL)
Ernest Leip	(SEAL)	HARRY S. Price	(SEAL)

J. W. Alton, Sheriff of Anne Arundel County. (SEAL)

Filed February 14, 1947.

WRIT DE LUNATICO INQUIRENDO

MARYLAND, SCT: THE STATE OF MARYLAND,

To/JOSEPH W. ALTON, SR. Sheriff of Anne Arundel County, Greeting:

BECAUSE WE HAVE RECEIVED INFORMATION THAT HELEN PASKA EGAN is said county, now is and for some time past has been so far deprived of her reason and understanding that she is unfit and unable to govern herself, or manage her affairs to her own great detriment and our manifest prejudice, and we being willing to take care for the indemnity of the said HELEN PASKA EGAN in this behalf COMMAND YOU, that you diligently inquire by the Oaths of twelve honest and lawful men of your Bailiwick, by whom the truth of the matter may be better known, whether the said HELEN PASKA EGAN be so far deprived of her understanding that_he is altogether unfit and unable to govern herself or to manage her affairs as before stated or not, and if she be, then from what time and how long, and in what manner, and if she enjoys lucid intervals, and when the said HELEN PASKA EGAN being in such condition aliened any lands or tenements? and if so, then what lands and what tenements and where and when? and to whom or what persons, and in whose hands and what persons' hands the lands and tenements so aliened are? and how and in what manner; and what lands and what tenements yet remain and of whom or what persons, as well as the lands and tenements so aliened, as the lands and tenements so retained to h__self are holden; and by what persons and how; and in what manner, and how much they are worth by the year in all issues, and who is next of kin and of what age?

And the Inquisition hereof distinctly and plainly made send to the Judges of the Circuit Court for Anne Arundel County, under your hands and seals and the hands and seals of those by whom the said inquisition is made and taken. Charles H. Sherman, Theodore T. Pantaleo, Frank M. Duvall, Adolph C. Braun, Fred Schoen, Harry S. Price, James H. Barrett, Joseph H. Griscom,Sr.,John A. Bromley, Charles C. Jones, Clifton J. Russell, Ernest Leip,

WITNESS The Honorable,James James E. Boylen,Jr., Chief Judge of the Circuit Court for Anne Arundel County, the 6" day of January, A. D. 1947.

Issued the 12" day of February, A. D. 1947.

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

Inquisition held Anne Arundel County Court House,Annapolis, Maryland, this 14th day of February, 1947.

Joseph W. Alton, Sheriff, A. A. County.

FILED FEBRUARY 14, 1947.

THE return of the Inquisition taken by the Sheriff in the above case having been submitted for confirmation, and said return and the other proceedings having been read and considered.

It is thereupon, this 19th day of February,in the year Nineteen hundred and Forty-seven by the Circuit Court for Anne Arundel County, ADJUDGED, and ORDERED THAT THE SAID INQUISITION BE, AND IT IS HEREBY CONFIRMED.

AND it is further ordered that JAMES C. MORTON,JR., BE, AND HE IS HEREBY APPOINTED Committee for the person and estate of the said Helen Paska Egan, with full power and authority to take charge of and manage the property, and to assume the control of the person of the said Helen Paska Egan, under direction of this Court; but before the said James C. Morton,Jr.,shall proceed to act as such committee, he shall give bond to the State of Maryland in the principal sum of $5,000.00 dollars, with sureties to be approved by this Court or the Clerk thereof,for the faithful discharge of his duties as such committee.

WILLIAM J. McWILLIAMS, JUDGE.

Filed 19 February, 1947

NOTICE OF SERVICE ON HELEN PASKA EGAN,an INCOMPETENT.

February 12, 1947.

To Helen Paska Egan
c/o Dr. Silas W. Weltmer
Spring Grove State Hospital
Catonsville, Maryland.

TAKE NOTICE that you are hereby directed to appear at the Circuit Court for Anne Arundel County at 10 a.m. on February 14, 1947, in the City of Annapolis, State of Maryland, to show cause, if any you have, why you should not be adjudged incompetent and a committee appointed for your person and estate, as prayed in a Petition heretofore filed in said Court in a proceeding entitled Ex Parte, in the Matter of Helen Paska Egan.

Joseph W. Alton,

Sheriff of Anne Arundel County.

Summoned Helen Paska Egan, incompetent this 13th day of February 1947 by reading subpoena, Petition, affidavit, and Order of Court to her and a copy of said Sub poena, Petition, Affidavit, and Order of Court also left with Dr. Silas W. Weltmer,Superintendant of Spring Grove State Hospital where said incompetent is now confined.

Joseph W. Alton, Sheriff Anne Arundel County.
By Meade.

Filed February 19, 1947

BOND.

EAGLE INDEMNITY COMPANY Head Office, New York.

MARYLAND Sc.

KNOW ALL MEN BY THESE PRESENTS, That We, James C. Morton, Jr., as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N.Y., a corporation of the State of New York, as SURETY, are held and

firmly bound unto the State of Maryland, in the full and just sum of Five Thousand ($5000.00) Dollars to be paid to the State of Maryland, aforesaid; To which payment, well and truly to be made and done, we bind ourselves and every of us, our and every of our Heirs, Executors, Administrators and Successors, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals, dated the 6th day of March, in the year of our Lord Nineteen Hundred and forty-seven.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden James C.Morton, Jr., shall well and truly perform the offices of Committee of Helen Paska Egan, according to law, and shall in all respects discharge the duties of him required by law, as Committee of Helen Paska Egan aforesaid, without any injury or damage to any person interested in the faithful performance of the said office, then the above obligation shall be void, it is otherwise to be in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Katherine H. McCutchan

(Corporation Seal)

James C. Morton, Jr., (SEAL)

EAGLE INDEMNITY COMPANY

By Benjamin Michaelson,

Attorney-in-Fact.

Approved this 15" day of March, 1947.

John H. Hopkins, 3rd, Clerk.

Filed March 15, 1947.

PETITION FOR SALE OF REAL ESTATE.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of James C. Morton,Jr., Committee of the person and estate of Helen Paska Egan, respectfully shows:

1. That he was appointed Committee of the person and estate of Helen Paska Egan in the above entitled cause by Order of this Honorable Court, passed on the 19th day of February, 1947, and qualified as such Committee by filing a bond in the penalty prescribed by the Court.

2. That the said Helen Paska Egan is now, and has been since May 5, 1944, a patient at the Spring Grove State Hospital in Baltimore County, State of Maryland.

3. That the said Helen Paska Egan and her husband, Kenneth E. Egan own, as tenants by the entireties, the property known as 407 Severn Avenue, West Annapolis, Maryland.

4. That said premises are subject to the lien of a mortgage in favor of the First Federal Savings and Loan Association of Annapolis, dated January 3, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 201, Folio 496, there remaining unpaid a balance of Five Hundred Ninety Dollars and Eighty-five Cents ($590.85) on the principal mortgage indebtedness and interest to April 21, 1947, in the amount of Twenty-three Dollars and Forty Cents ($23.40), or a total of Six Hundred Fourteen Dollars and Twenty-five Cents (614.25).

5. That since the commitment of the said Helen Paska Egan to the Spring Grove State Hospital their children Helen Catherine Egan and Kenneth E. Egan,Jr., have been living with their paternal grandparents and their child Patrick J. Egan has been living with Mr. and Mrs. Harrison Pollock and the above mentioned property has been unoccupied except for occasional use by the said Kenneth E.Egan.

6. That it is the opinion of your Petitioner and of the said Kenneth E. Egan that it would be to the mutual interest and advantage of the said Helen Paska Egan and the said Kenneth E.Egan to sell this unproductive property, particularly in view of the favorable real estate market which prevails today.

7. That subject to ratification by this Honorable Court your petitioner and the said Kenneth

E. Egan have agreed to sell the above mentioned premises, together with an electric refrigerator and gas range now attached thereto, to E. Graham Gardner and Ethel L. Gardner, his wife, at and for the price of Sixty-eight Hundred Dollars ($6800.00), in accordance with the termsof a Contract of Sale entered into the 7th day of April, 1947, a copy of which is attached hereto marked "Exhibit A" and prayed to be taken as a part hereof.

8. Your Petitioner believes that the price obtained for said property is fair and reasonable and is as much as can be obtained for the same, and he files herewith the certificate of two real estate brokers familiar with property values in Anne Arundel County certifying thereto.

TO THE END, THEREFORE, YOUR PETITIONER PRAYS::

That this Honorable Court May be pleased to pass an Order authorizing and directing your petitioner to sell the interest of the said Helen Paska Egan in and to the above mentioned property, free and clear of all encumbrances, in accordance with the provisions of Section 127 A of the Annotated Code of Maryland, (1939 edition) as enacted by Chapter 438 of the Laws of 1945 and order such division of the proceeds of such sale between your petitioner and the said Kenneth E. Egan as this Honorable Court may find proper.

AND AS IN DUTY BOUND, ETC.

James C. Morton, Jr.

Committee for Helen Paska Egan.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL: TO WIT:

I HEREBY CERTIFY that on this 15th day of April, inthe year nineteen hundred and forty-seven,, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared JAMES C. MORTON,JR., the petitioner in the foregoing petition, and made oath in due form of law that the matters and facts set forth therein are true to the best of his knowledge and belief.

WITNESS my hand and notarial seal.

Lorraine S.Muhlmeister-Notary Public.

(Notarial Seal)

My Commission expires: May 5, 1947.

I hereby consent to the passage of the Order as prayed.

Kenneth E. Egan

(Corporate Seal) CONTRACT OF SALE

OFFICIAL CONTRACT OF THE ANNE ARUNDEL COUNTY REAL ESTATE BOARD. INC.

THIS AGREEMENT, Made this 7th day of April,1947, by and between James C. Morton,Attorney and Kenneth E. Egan, parties, of the first part, hereinafter called Vendor, and E. Graham Gardner and Ethel L. Gardner, parties of the second part, hereinafter called Vendee.

WITNESSETH: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor-SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in the Second Election District of Anne Arundel County,Maryland, and described as follows:

That property known as 407 Severn Avenue, West Annapolis, Maryland, together with all improvements thereon, in fee simple and including a gas range and refrigerator.

At and for the price of Six thousand eight hundred and 00/100 ($6,800.00) Dollars, of which Twenty-five and 00/100($25.00) Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows: in cash, at time of settlement which shall be on or before May 31, 1947.

It is further understood and agreed that the vendees are applying for a loan under their G.I. privileges, it being understood that should this loan not be approved than this contract shall be null and void and the deposit will be returned to the vendees. It is further understood that the committee enters this contract subject to the the approval of the Circuit Court for Anne Arundel County.

AND Upon Payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Vendor at the Vendee's expense, which shall convey the property by a good and merchantable title to the Vendee, free of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, insurance, rent, water rent, and all other assessments, public dues and charges shall be adjusted to the day of transfer, cost of United States documentary, and State recording stamps shall be borne equally between the Vendor and the Vendee.

TIME is of the essence of this Agreement, and if the terms hereof are not complied with, the deposit above referred to shall be forfeited.

The Vendor hereby agrees to pay th Joseph D. Lazenby the Broker's Commission in accordance with the Rules of the Anne Arundel County Real Estate Board, Inc., and that the entire deposit hereinabove referred to shall be held by the Broker until settlement is made.

WITNESS the hands and seals of the parties hereto.

WITNESS: Committee for

Joseph D. Lazenby — James C. Morton,Jr. Helen P. Egan(Seal)

As to all signers. Kenneth E. Egan (SEAL)

Earle G. Gardner (SEAL)

Ethel L. Gardner (SEAL)

WE, THE UNDERSIGNED, real estate brokers of more than ten years experience, and familiar with property values in Anne Arundel County, do hereby certify that in our opinion the price of Sixty-eight Hundred Dollars for the premises herein mentioned and sold by Kenneth E. Egan and James C. Morton,Jr., Committee,unto E. Graham Gardner and Ethel L. Gardner, his wife, as set forth in the Contract attached, is a fair and reasonable price for said premises.

Jos. D. Lazenby

Fred E. Voges

Filed April 18, 1947

ORDER NISI

The Petition, Affidavit, Consent, Contract of Sale and Certificate, having been read and considered, it is thereupon this 25" day of April, 1947, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED THAT James C. Morton, Jr., Committee of the person and estate of Helan Paska Egan, be and he is hereby authorized and directed to sell, free and clear of all encumbrances, the interest of the said Helen Paska Egan in and to the property located at 407 Severn Avenue, West Annapolis, Maryland, in accordance with the terms of a Contract entered into on April 7, 1947, with E. Graham Gardner and Ethel L. Gardner, his wife, unless cause to the contrary hereof be shown on or before the 5 day of June, 1947.

Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 26 day of May, 1947.

William J. McWilliams. Judge.

Filed 25 April, 1947

CERTIFICATE OF PUBLICATION.

Annapolis, Maryland.

THIS IS TO CERTIFY That the annexed advertisement of Order Nisi was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 26th day of May, 1947. That is to say, the same was inserted in the issues of May 2, 9, 16, 1947.

THE SOUTHERN MARYLAND TIMES

John Fulton Lewis, Editor.

Filed June 9, 1947.

PETITION AND ORDER THEREON.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of James C. Morton, Jr.,Committee of the person and estate of Helen Paska Egan, respectfully shows:

1. That he was appointed Committee of the person and estate of Helen Paska Egan in the above entitled cause by Order of this Honorable Court, passed on the 19th day of February, 1947, and qualified as such Committee by filing a bond in the penalty prescribed by the Court.

2. That this Honorable Court passed an Order Nisi on the 25th day of April, 1947, authorizing and directing your petitioner to sell the interest of the said Helen Paska Egan, in and to the property located at 407 Severn Avenue, West Annapolis, Maryland.

3. That it now appears desirable to show in this proceeding the legal interest of the said Helen Paska Egan, in and to the aforegoing property, by filing in this proceeding a certified copy of the deed under which the said Helen Paska Egan acquired her interest therein, the same to be designated as "Exhibit B".

TO THE END, THEREFORE, YOUR PETITIONER PRAYS:

That this Honorable Court may be pleased to pass an Order granting leave to the said Committee to file in this proceeding a certified copy of the deed from Jerome E. Egan and Elware E. Egan, his wife, to Kenneth E. Egan and Helen A. Egan, his wife, dated the 28th day of July,1934, which deed is recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 129, folio 463.

AND as in duty bound; etc.

James C. Morton, Jr.

Committee for Helen Paska Egan.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that on this 11th day of June, in the year nineteen hundred and forty-seven, before me, the subscriber, a Notary Public , in and for the State and County aforesaid,personally appeared JAMES C. MORTON, JR., the petitioner in the foregoing petition, and made oath in due form of law that the matters and facts set forth therein are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Lorraine S. Muhlmeister, Notary Public.

My Commission expires, May 2nd, 1949

O R D E R

Upon the foregoing petition and affidavit it is, this 12 day of June,1947,ORDERED by the Circuit Court for Anne Arundel County, in Equity, that James C. Morton, Jr., Committee of the person and estate of Helen Paska Egan, be and he is hereby given leave to file in this proceeding a certified copy of the deed from Jerome E. Egan and Elware E. Egan, his wife, to Kenneth E. Egan and Helan A. Egan, his wife, dated the 28th day of July, 1934, which deed is recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 129, folio 463, the same to be designated as "Exhibit B".

William J. McWilliams, Judge,

Filed June 12, 1947.

EXHIBIT"B ". - DEED

(Int. Rev. Stamps $2.00)

THIS DEED made this twenty-eighth day of July, 1934, by and between JEROME E. EGAN and ELWARE E. EGAN, his wife, of Anne Arundel County, State of Maryland, of the first part, hereinafter called "Grantors", and KENNETH E. EGAN and HELEN A. EGAN, his wife, of said County and State, of the second part, hereinafter called "Grantee".

WITNESSETH, that for and in consideration of the sum of ten dollars ($10.00) and other good and valuable considerations, the receipt whereof in full is hereby acknowledged the said grantors do hereby grant and convey unto the said grantees, as tenants by the entireties, their heirs and assigns, in fee simple.

ALL that lot or parcel of ground situate on Severn Avenue, in the Village of West Annapolis, Second Election District of Anne Arundel County, Maryland, which is designated as Lot No. 3 of Block 21, on Aldridge's Revised and Corrected Plat of West Annapolis, duly recorded among the Land Records of Anne Arundel County in Liber J.C.B. No. 4, folio 297, and also shown on "Exhibit Plat One" filed in No. 4571 Equity, in the Circuit Court for Anne Arundel County, entitled Mary A. Fitzhugh, et al, vs Robert G.Aldridge, et al.

BEING the lot of ground which was conveyed to the above named grantors by George E. Egan and Katherine A. Egan, his wife, by deed dated the second day of March, 1932, and recorded among the land records of Anne Arundel County in Liber F.S.R. No. 96, folio 201.

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

TO HAVE AND TO HOLD the above described property unto and to the use and benefit of the said Grantees, as tenants by the entireties, their heirs and assigns, in fee simple, subject, however, to the legal operation and effect of a mortgage held against said property by the Annapolis and Eastport Building Association dated November 7, 1932, and recorded among the aforesaid land records in Liber F.S.R. No. 100, folio 346 the balance now due on said mortgage being ($1690.54).

AND the grantors covenant that they will warrant specially the property hereby intended to be conveyed, and will execute such other and further assurances of the same as may be necessary.

WITNESS the hands and seals of the said grantors.

TEST: JEROME E. EGAN (SEAL)

MARGARET B. JONES ELWARE E. EGAN (SEAL)

STATE OF VIRGINIA, CITY OF ALEXANDER TO WIT:

I HEREBY CERTIFY that on this twenty-eighth day of July, 1934, before the subscriber, a Notary Public of the State of Virginia in and for the City aforesaid, personally appeared JEROME E. EGAN AND ELWARE E. EGAN, his wife, and acknowledged the foregoing deed to be their act.

WITNESS my hand and Notarial Seal this twenty-eighth day of July, 1934.

(NOTARIAL SEAL) MARGARET B. JONES.

MY COMMISSION expires December 8, 1934.

Recorded August 25, 1934, at 11 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify, that the foregoing Deed was truly taken and copied from Liber W.M.B. No. 129, folio 463, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne this 11th day of June, A. D., 1947.

John H. Hopkins, 3rd, Clerk.

(Court Seal)

Filed June 12, 1947.

DECREE

This cause standing ready for hearing and being submitted the Bill of Complaint, Exhibits and all other proceedings were by the Court read and considered.

It appearing that the sale of the premises known as 407 Severn Avenue, West Annapolis, Maryland, which property is the subject of this proceeding, at and for the price of Sixty-eight Hundred Dollars ($6800.00), is fair, reasonable and for the best interests of the Incompetent, Helen Paska Egan, and the said Kenneth E. Egan, her husband.

It is thereupon, this 12th day of June, 1947, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the aforesaid real estate, including the electric refrigerator and gas range now attached to the premises, be sold by James C. Morton, Jr., Committee of the person and estate of the said Incompetent, to E. Graham Gardner and Ethel L. Gardner, his wife, in accordance with the terms of a Contract entered into on April 7, 1947, no cause to the contrary having been shown although due notice has been given as required by the Order Nisi passed in this proceeding.

Upon final ratification of said sale, by this Court, and upon the payment of the whole purchase money, and not before, the said Committee, by a good and sufficient Deed to be executed and acknowledged agreeable to law, shall convey to the purchasers of said property, free and clear of all encumbrances, including claims of the parties to this proceeding and of any persons claiming by, from or under them, or any of them.

AND the said Committee shall bring into this Court the money arising from such sale, to be disposed of under the direction of this Court, after deducting therefrom the costs of this proceeding and such commissions to the Committee as this Court shall deem proper.

William J. McWilliams, Judge.

Filed 12 June, 1947

PETITION AND ORDER.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of James C. Morton, Jr., Committee of the person and estate of Helen Paska Egan, respectfully shows:

1. That in compliance with the Order of this Honorable Court dated June 12th, 1947, the Committee consummated the sale referred to in these proceedings by conveying the property involved to the purchasers and by receiving from said purchasers the sum of Five Thousand Eight Hundred Dollars and Forty-one Cents ($5,800.41) being the net proceeds of said sale, and there is attached hereto and made a part hereof a settlement sheet setting forth expenses incurred in connection with effecting such sale.

2. That your Committee has deposited said proceeds in a special account subject to the further order of this Honorable Court.

3. That your Committee prays this Honorable Court to refer the proceedings to an auditor for the purpose of stating an account and order such division of the proceeds of such sale between the Committee and Kenneth E. Egan, husband of the said Incompetent, as this Honorable Court may find proper.

AND as in duty bound, etc.

James C. Morton, Jr.,
Committee of the person and estate of
Helen Paska Egan.

Filed 28 July, 1947

ORDER

Upon the foregoing Report of Sale, Petition and Affidavit it is this 28th day of July, 1947, ORDERED, ADJUDGED and DECREED by the Circuit Court for Anne Arundel County, in Equity, that the sale reported therein be and the same is hereby finally ratified and confirmed; and it is further ORDERED, ADJUDGED and DECREED that the proceedings be referred to the Court's auditor for the purpose of stating an account; and it is further ORDERED, ADJUDGED and DECREED that the said Committee pay to Kenneth E.Egan, husband of the said Incompetent, the sum of Two Thousand Nine Hundred Dollars and Twenty Cents ($2,900.20) representing the said Kenneth E. Egan's share of the net proceeds of the sale herein; and it is further ORDERED, ADJUDGED and DECREED that the said Committee, after payment of all expenses incident to effecting said sale including costs of the proceedings herein and any attorney's fees and commissions allowed, shall deposit the balance of the monies arising from said sale in a savings account in an approved banking establishment in the City of Annapolis to be distributed hereafter in accordance with further orders of this Court.

William J. McWilliams, Judge.

George E. Rullman
Attorney-at-Law
Lee Building
Annapolis, Md.

June 27, 1947

STATEMENT OF ACCOUNT.
between

George E. Rullman,Attorney and Kenneth E. Egan and James C. Morton,Jr.,Committee of Helen Paska Egan, Incompetent

---

Re; Sale of 407 Severn Avenue,West Annapolis to Earl G. Gardner and wife

Selling price	$6,800.00	
Less deposit		25.00
1947 County taxes to date (52.47)		26.24
Water rent to date		5.25
First Federal Savings & Loan Assn., Balance due on loan		619.65
Clerk of Court-recording release		.75
One-half cost documentary stamps		7.70
Joseph D. Lazenby-commission		340.00
Balance paid Kenneth E.Egan and James C. Morton,Jr.,Committee, etc. ½ to each		5,775.41
	$6,800.00	$6,800.00

Filed 28 July, 1947.

PETITION TO FILE ANSWER AND ORDER THEREON.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of James C. Morton, Jr., Committee of the person and estate of Helen Paska Egan, respectfully shows:

1. That he was appointed Committee of the person and estate of Helen Paska Egan in the above entitled cause by Order of this Honorable Court, passed on the 19th day of February, 1947, and qualified as such Committee by filing a bond in the penalty prescribed by the Court.

2. That your petitioner has been served with a writ of subpoena commanding him to be and appear

in this Court to answer the petition of Kenneth E. Egan for a divorce avinculo matrimonii, and for the custody of their three infant children, a copy of which petition is filed herewith as Committee's Exhibit A.

3. That the docket entries in case No. 3119 Divorces in this Honorable Court, show that the said Helen Paska Egan was served with a writ of subpoena in the same proceeding.

TO THE END, THEREFORE, YOUR PETITIONER PRAYS:

That this Honorable Court may be pleased to pass an Order authorizing and directing your petitioner to file an answer on behalf of the said Helen Paska Egan and inasmuch as the Committee is a member of the Anne Arundel County Bar dispense with the services of counsel as contemplated by Section 41A of Article 16, 1943 Supplement to the Annotated Code of Maryland.

AND as in duty bound, etc.

James C. Morton, Jr.,
Committee for Helen Paska Egan.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL , TO WIT:

I HEREBY CERTIFY that on this 19th day of August, in the year nineteen hundred and forty-seven, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared JAMES C. MORTON, JR., the petitioner in the foregoing petition, and made oath in due form of law that the matters and facts set forth therein are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Lorraine S. Muhlmeister- Notary Public.

My Commission expires: May 2nd, 1949.

Filed 19 August, 1947

O R D E R

Upon the foregoing petition, affidavit and exhibit it is, this 22" day of August,1947, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that James C. Morton,Jr., Committee of the person and estate of Helen Paska Egan be, and he is hereby authorized and directed to file an answer to the petition of Kenneth E. Egan, her husband, for a divorce a vinculo matrimonii.

William J. McWilliams, Judge.

KENNETH E. EGAN	:	NO. 3119 DIVORCES
vs	:	IN THE CIRCUIT COURT FOR
HELEN PASKA EGAN Spring Grove State Hospital Catonsville, Maryland.	:	ANNE ARUNDEL COUNTY

; ; ; ; ; ; ;

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining, says:

I

That on the 18th day of November, 1933, he was married to the Defendant, Helen Paska Egan, in the City of Annapolis, Anne Arundel County, State of Maryland, by a Minister of the Gospel.

II

That he has resided in Anne Arundel County, State of Maryland, for more than two years prior to the filing of this Bill of Complaint.

III

III

That as a result of said marriage three children Helen Catherine Egan, now age 12, Kenneth E. Egan, Jr., now age 10, and Patrick J. Egan, now age 3 were born and are still living and are in the care and custody of your Orator.

IV

That the Defendant has been pronounced permanently and incurably insane by two physicians competent in psychiatry and has been confined to the Spring Grove State Hospital since the 5th day of May, 1944; that the conduct of your Orator towards the Defendant has always been that of a kind, faithful and affectionate husband.

V

That on the 19th day of February, 1947, James C. Morton, Jr., was appointed Committee of the person and estate of the Defendant, Helen Paska Egan, by this Honorable Court.

TO THE END, THEREFORE:

(1) That your Orator may be divorced a vinculo matrimonii from the Defendant:

(2) That your Orator may have the custody of the three infant children of said marriage;

(3) That your Orator may have such other and further relief as his case may require.

May it please Your Honors to grant unto your Orator the writ of subpoena directed to the Defendant, Helen Paska Egan, at the Spring Grove State Hospital and to James C. Morton,Jr., Committee of the person and estate of Helen Paska Egan, at Annapolis, Maryland, commanding them to be and appear in this Court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND as in duty bound, etc.

/s/ Richard E. Lankford
Solicitor for Plaintiff.

/s/ Kenneth E. Egan,
Plaintiff.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that on this 5th day of August, in the year nineteen hundred and forty-seven, before me, the subscriber, a Notary Public,in and for the State and County aforesaid, personally appeared KENNETH E. EGAN, and made oath in due form of law that the matters and facts set forth and alleged in the foregoing Bill of Complaint, signed by him in my presence, are true as therein stated to the best of his knowledge information and belief.

WITNESS my hand and Notarial Seal,

(No Notarial Seal)

/s/ Lorraine S. Muhlmeister,
Notary Public

My Commission expires May 2nd, 1949.

True Copy Test:

/s/ John H. Hopkins, 3rd, Clerk.

Filed 22 August, 1947.

AUDITOR'S REPORT AND ACCOUNT.

EX PARTE	:	IN THE CIRCUIT COURT
IN THE MATTER OF	:	FOR
HELEN PASKA EGAN,	:	ANNE ARUNDEL COUNTY
—	:	NO.9185 EQUITY.

: : : : : : :

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that _he has examined the proceedings in the above entitled cause and from them _he has stated the within account August 8, 1947

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Ex Parte, In the Matter of Helen Paska Egan, an Incompetent		in ac.
To Committee for Commissions (on $2,900.21		
Order of July 28, 1947)		117.50
To Committee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- costs	18.75	
Auditor- stating this account	13.50	42.25
To Committee for Expenses, viz:		
Southern Maryland Times-Order nisi (Sale)	5.00	
Southern Maryland Times-Order Nisi (Acct)	5.00	
Eagle Indemnity Co.-bond premium	35.00	
Clerk of Court-certified copy of deed	1.00	
One-half Federal revenue stamps	3.85	
One-half State revenue stamps	3.85	
Joseph D. Lazenby -agent's commission	340.00	
James C. Morton-legal services(Order of 8/7/47)	100.00	
C.& P. Telephone Co.-calls to Spring Grove	.50	
Lorraine S. Muhlmeister-notary fees	.50	494.70
To Committee for Expenses of Inquisition, vis:		
Jos.W. Alton-Sheriff's costs	59.40	
Dr. Isadore Tuerke-fee for Certificate	5.00	
Dr. Isadore Tuerke- witness fee	25.00	
Dr. Silas W. Weltmer- fee for Certificate	5.00	
Dr. Silas W. Weltmer-Witness fee	25.00	
B. Compton Graham- notary fees	.50	
Doris F. Moore-Notary fee	.25	120.15
To Committee for Taxes, viz:		
1947 State and County taxes ($52.47-adjusted		26.24
To Committee for Benefit charges, viz:		
Water rent to 6/27.47		5.25
To Committee for Liens, viz:		
First Federal Savings & Loan Ass'n- in full		
for mortgage and interest	619.65	
Recording release of mortgage	.75	620.40
Balance for Distribution- $5,373.51		
Distributed as follows under Order of		
Court of July 28,1947, viz:		
To Kenneth E. Egan	2,900.20	
To James C. Morton-Committee of		
Helen Paska Egan-this balance	2,473.31	5,373.31
		6,800.00

with James C. Morton, Committee

		Cr.
1947		
Apr. 4 Proceeds of Sale		6,800.00
		6,800.00

ORDER NISI

ORDERED, This 9" day of August, 1947, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of September next.

John H. Hopkins, 3rd Clerk.

Filed 9 August , 1947

CERTIFICATE OF PUBLICATION

OFFICE OF THE SOUTHERN MARYLAND TIMES,

Annapolis, Maryland.

This is to certify That the annexed advertisement of Order Nisi was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 8th day of September, 1947, that is to say, the same was inserted in the issues of August 15, 22, 29.

THE SOUTHERN MARYLAND TIMES
Sr.
A. J. Murray, Business Manager

Filed Sept. 9, 1947.

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 9 day of September, 1947, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee, apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

William J. McWilliams,

—

FILED 9 SEPTEMBER, 1947.

WALTER ADAMS, and	:	IN
MARY C. ADAMS, his wife, Plaintiffs-	:	
vs.	:	THE CIRCUIT COURT
SAMUEL ADAMS (widower)	:	
AGNES ANDERSON (nee Adams)	:	FOR
and ERNEST ANDERSON, her husband	:	
FLORENCE JOHNSON (nee Adams)	:	ANNE ARUNDEL COUNTY
and PHIL JOHNSON, her husband	:	IN
GEORGE ADAMS and	:	
MRS. GEORGE ADAMS, his wife,	:	
ANNA CHARLTON (nee Adams) and	:	
EDWARD CHARLTON, her husband,	:	EQUITY No. 9188
CHARLES ADAMS, JR., and	:	
LILLIAN ADAMS, his wife,	:	
Defendants.	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioners, complaining say:

1. That the above plaintiffs and defendants are all the heirs of William W. Adams and Mary Adams, his wife, that the said William W. Adams died on the 11th day of Nov., 1919, and the said Mary Adams, his widow, died December 7, 1946.

2. That the said William Adams at the time of his death was the sole owner of an improved lot of ground located in the Second Election District of Anne Arundel County and described as follows:

All that lot, piece or parcel of ground situate and lying in the Second Election District of said County, and near to the city of Annapolis, on the South side of the Annapolis and Baltimore and Washington Railroad and on the North side of the public County Road leading from the Head of South River to the said city of Annapolis, and contained within the following description viz: Beginning for the same at a point in the line of the said public County Road about seven hundred and sixty-five feet, more or less from the intersection of the said County Road with another Public Road, running over and across the said Railroad, toward "Cowhide Branch" and running thence in a North Westerly direction,four hundred and fifty feet, more or less, to a post on the South side of the said Railroad; thence running with, and binding on the South side of said Railroad, in a North Westerly direction, one hundred feet to a post, thence running in a South Westerly direction, four hundred and fifty feet, more or less, to the line of the first mentioned Public Road; thence,running with and binding on, the North side of the said Public Road, in a South Easterly direction, one hundred feet, to the point of beginning. Being the same lot of ground described in a deed from John Kirby and Julia Kirby, his wife, to the said William Adams, dated March 18, 1887 and recorded among the Land Records of Anne Arundel County in Liber SH No. 31 Folio 267. The original deed thus de - scribed is nerewith filed as petitioner(s exhibit A.

3. That the said Mary Adams, his wife, at the time of her death was the owner, by virtue of survivorship of the following improved lot of ground located in Annapolis, Maryland and described as follows:

BEGINNING for the same at a point on the West building line of said Washington Street, at the distance of two hundred thirty six feet and six [illegible] inches in a South and West direction from the corner formed by the intersection of the line of Washington Street with the line of Clay Street, and running thence and bounding on Washington Street as follows: South six degrees West thirty feet to a lot of ground formerly owned by John W. Anderson; thence bounding on said lot North eighty five degrees fifteen minutes West one hundred and thirty feet; thence North seven degrees fifteen minutes West eighteen feet six inches to a corner post of a lot of ground formerly owned by George E. Franklin; thence with said lot North ten degrees East twelve feet to a lot formerly owned by James B. Taylor and afterwards by Joseph Addison; thence with the same South eighty five degrees fifteen minutes East one hundred and thirty-four feet to the beginning point. Being the same lot of ground described in a deed from Jennie T. Miller and David V. Miller, her husband,to William W. Adams and the said Mary Adams, his wife, dated January 20, 1913 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 92 Folio 478, the said William W. Adams being the same person referred to in paragraph 2 of this petition. The original deed thus described is filed herewith as petitioner's exhibit B.

4. That the said Mary Adams continued to occupy the property described in paragraph 2 of this petition as the widow of the said William Adams with the consent of all parties in interest, and without any Court proceedings or other action relative to her dower.

5. That the said William (W.) Adams and Mary Adams left surviving them the following children and grandchildren as their only heirs at law; A son, Samuel Adams, widower; a daughter, Agnes Anderson (nee Adams) who intermarried with Ernest Anderson; a daughter, Florence Johnson,(nee Adams)

who intermarried with Phil Johnson; a son, George Adams and Mrs. George Adams, his wife, And the following children of Charles Adams, deceased, survivors of Charles Adams, a son of the said William and Mary Adams; Walter Adams and Mary C. Adams, his wife, the plaintiffs in this case; Charles Adams, Jr., and Lillian Adams, his wife; Anna Charlton (nee Adams) and Edward Charlton, her husband, that said children and grandchildren are the only heirs at law of the said William and Mary Adams,

6. That the Real Estate and Improvements mentioned herein are not susceptible of partition in kind between the heirs at law of the said William Adams and Mary Adams, deceased, nor can it be divided among those in interest without material loss or injury, and that a sale thereof is necessary for the best interest and advantage of all the parties, as herein designated in order that the proceeds may be divided among the said parties in proportion to their respective interests.

WHEREFORE YOUR PETITIONERS RESPECTFULLY PRAY:

1. That this Honorable Court pass a decree for the sale of the property herein mentioned and that the money arising from such sale be divided among the parties according to their respective interest and right.

2. That a Trustee be appointed to make said sale and to convey the properties to the purchasers thereof on ratification of the sales.

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

MAY IT PLEASE YOUR HONORS to grant unto your petitioners a Writ of Subpoena directed to:

a. Samuel Adams, widower, 31 Washington Street, Annapolis, Maryland.

b. Agnes Anderson and Ernest Anderson,her husband, 31 Washington Street, Annapolis, Maryland.

c. Florence Johnson and Phil Johnson,her husband, 32 Washington Street,Annapolis,Maryland.

d. Charles Adams,Jr. and Lillian Adams, his wife, 104 Washington Street, Annapolis, Maryland.

commanding them to be and appear in this Honorable Court either in person or by Solicitor on some certain day to be named herein, to answer the premises and abide by and perform such decree as may be passed herein.

MAY IT PLEASE YOUR HONORS to grant an Order of Publication requiring the said George Adams and Mrs. George Adams, his wife, two of the defendants in this case, residing at 211 East Empire Street, San Juan, California, and Anna Charlton and Edward Charlton,her husband, two of the defendants in this case, residing at 48 St. Nicholas Place, Apt. 56, New York City, to be and appear in this Honorable Court in person or by attorney, on some day certain to be named therein, to answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, etc.

LINWOOD L. CLARK
Solicitor for Plaintiffs

Walter Adams, Plaintiff

Mary C. Adams, Plaintiff.

PLAINTIFFS' EXHIBIT A. DEED IN FEE.

THIS DEED, made this Eighteenth day of March,in the year one thousand eight hundred and eighty-seven, between John Kealy and Julia Kealy, his wife, of Anne Arundel County, in the State of Maryland, of the first part, and William Adams, of the County and State aforesaid, of the second part.

WITNESSETH, That,in consideration of the sum of one hundred dollars the said parties of the first part do grant and convey unto the said party of the second part, his heirs and assigns in fee, all of that lot, piece or parcel of ground, situate and lying in the Second Election District of said County and near the City of Annapolis, on the Southside of the Annapolis and Baltimore and Washington Railroad, and on the North side of the public County Road leading from the Head

of South River to the said City of Annapolis, and contained within the following description ,viz:

BEGINNING for the same at a point on the line of the said Public County Road about seven hundred and sixty-five feet- more or less,from the intersection of the said County Road with another Public Road, running over and across the said Railroad, toward "Cowhide Branch" and running thence in a North Westerly direction, four hundred and fifty feet, more or less, to a post on the South side of the said Railroad; thence running with, and binding on the South side of said Railroad in a North Westerly direction one hundred feet, to a post, thence running in a South Westerly direction four hundred and fifty feet, more or less, to the line of the first mentioned Public Road; thence running with, and binding on the North edge of the said Public Road, in a South Easterly direction one hundred feet, to the point of beginning): the said lot of ground adjoining, on the East, the property of a certain Mary M. Parodi,, and, on the West, that of one John Hawkins, and being a portion of the real estate conveyed by J. W. Randall, Trustee, to said John Kealy, by deed dated on the 28th day of April, 1873, and recorded among the Land Records of said County,in Liber SH. No. 7, fol. 418- and which was afterwards -- conveyed by said Kealy to one Samuel Carroll, by deed dated the 27th of Sept. 1875, & recorded among said Records in Liber S.H. No. 10, fol. 36 , and is a part of the property described in a deed from a certain Richard Welsh, Trustee, &c, to said Kealy, and recorded among the aforesaid Land Records.-

TOGETHER with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the property and premises hereby mentioned to be granted and conveyed with the rights and appurtenances aforesaid, unto the said party of the second part, his heirs and assigns, to his and their proper use and benefit forever in fee.

AND the said parties of the first part, do covenant that they have not done, or suffered to be done, any act, matter or thing whatsoever to encumber the property hereby conveyed:

THAT they will warrant the said property specially to the said party of the second part, his heirs and assigns:

AND that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of said grantors.

TEST: JOHN KEALY (SEAL)

D. CLAUDE of A. JULIA KEALY (SEAL)

STATE OF MARYLAND, Anne Arundel County, SS:

I HEREBY CERTIFY That on this eighteenth day of March, in the year one thousand eight hundred and eighty seven, before the subscriber, a Justice of the Peace of the State of Maryland,in and for the County aforesaid, personally appeared John Kealy and Julia Kealy, his wife, the grantors in the foregoing Deed, and severally acknowledged the same to be their respective act.

D. CLAUDE of A. J.P.

Recorded 28 September,1887,in Liber S.H. No.31 folio 267,

PLAINTIFFS' EXHIBIT B. DEED.

THIS DEED, Made this Twentieth day of January in the year Nineteen Hundred and Thirteen, by and between Jennie T. Miller and David V. Miller, her husband, of the first part, and William W. Adams and Mary Adams, his wife, of the second part, and all of Anne Arundel County Maryland.

W I T N E S S E T H that for and in consideration of the sum of Eight Hundred and Twenty-five Dollars in hand paid the grantors, by the grantees, the receipt whereof they do hereby acknowledge, the said Jennie T. Miller and David V. Miller, do hereby bargain and sell and by

these presents grant and convey unto the said William W. Adams and Mary Adams as tenants by the entireties, all that lot of ground and premises lying, being and situate upon the west side of Washington Street in the City of Annapolis, and the identical lot or parcel which was conveyed unto the said Jennie T. Miller by deed from Alton R. Arnold, late County Treasurer, dated the 10th day of April, 1911, and recorded in Liber G.W. No. 84, at folio 338, one of the Land Records of Anne Arundel County, and in said deed more particularly described as follows:

BEGINNING for the same at a point on the West building line of said Washington Street,at the distance of two hundred thirty six feet and six inches in a South and West direction from the corner formed by the intersection of the line of Washington Street with the line of Clay Street, and running thence and bounding on Washington Street as follows: South six degrees West thirty feet to a lot of ground formerly owned by John W. Anderson; thence bounding on said lot North eighty five degrees fifteen minutes West one hundred and thirty feet; thence North seven degrees fifteen minutes West eighteen feet six inches to a corner post of a lot of ground formerly owned by George E. Franklin; thence with said lot North ten degrees East twelve feet to a lot formerly owned by James B. Taylor and afterwards by Joseph Addison; thence with the same South eighty five degrees fifteen minutes East one hundred and thirty four feet to the beginning. The same being a portion of the property whereof Andrew Lamb, late of Anne Arundel County, died seized.

T O G E T H E R with the buildings and improvements thereon made and being, and all the rights, ways, privileges and appurtenances unto the same belonging or appertaining.

TO HAVE AND TO HOLD the above described lot of ground to and unto the said William W. Adams and Mary Adams, his wife, as tenants by the entireties.

AND the said parties of the first part do hereby covenant that they will specially warrant the title to the property hereby conveyed, and will execute such other and further assurances thereof as may be necessary or demanded.

WITNESS their hands ans seals the day and year first hereinbefore mentioned.

Attest: Jennie T. Miller (SEAL)

Elinore G. Girault David V. Miller. (SEAL)

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that on this 20th day of January,A.D. 1913, before the subscriber,a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Jennie T. Miller and David V. Miller, and did each acknowledge the aforegoing deed to be his act and deed.

WITNESS my hand and seal notarial.

Elinore G. Girault

(NOTARIAL SEAL)

Notary Public

Recorded 22 Jan. 1913,in Liber G.W. No. 92,folio 478.

Filed Jan 24. 1947

ORDER OF PUBLICATION.

The object of this suit is to procure a decree for the sale of the property hereinafter described for the purpose of partition and distribution of the proceeds among the parties entitled to interest therein as hereinafter stated.

The Bill states that William W. Adams died November 11, 1919, survived by his wife Mary Adams, who died December 7, 1946; that the said William W. Adams at the time of his death was the sole owner of an improved lot of ground in the Second Election District of Anne Arundel County, title to which was obtained by deed from John Kirby and wife to the said William Adams March 18,1887

and recorded among the Land Records of Anne Arundel County in Liber S.H. 31 Folio 267; that the said Mary Adams, his wife, at the time of her death was the owner by virtue of survivorship of an improved lot of ground in Annapolis, Maryland, title to which was obtained by deed from Jennie T. Miller and her husband to the said William W.Adams and Mary Adams, his wife, as tenants by the entireties, dated January 20, 1913, and recorded among the Land Records of Anne Arundel County in Liber G.W. 92 Folio 478.

That the said Mary Adams continued to occupy the property hereinfirstly referred to, as the widow of the said William Adams,with the consent of all parties in interest; as she also did the property secondly above referred to by virtue of survivorship_

That the said Mary Adams left surviving her four children, and three children of a deceased child, said seven persons being all the parties in interest; the Bill further states that said real estate is not susceptible of partition in kind between said heirs without material loss or injury, and that a sale thereof to make division of the interestsin real estate is necessary. The Bill states that one of said surviving children, namely George Adams who resides with his wife, Mrs. George Adams at 211 East Empire Street San Juan, California, and another of said surviving children, namely, Anna Charlton (nee Adams) who intermarried with Edward Charlton, who reside at 48 St. Nicholas Place, Apt. 56, New York City; that the Bill asks for an Order of Publication against said non-residents, warning them and each of them to be and appear in this Court in person or by Solicitor on or before a certain day to be named therein to show cause, if any they have, why a decree ought not to be passed as prayed.

IT IS THEREUPON, this 30" day of January, 1947, by the Circuit Court for Anne Arundel County, Maryland, sitting in Equity,ORDERED that the Complainants by causing a copy of this Order to be inserted in some newspaper published in said Anne Arundel County, once in each of four successive weeks before the 7th day of March, 1947, giving notice to the said absent Defendants of the object and substance of said Bill, and warning them to appear in this Court, in person or by Solicitor, on or before the 24" day of March, 1947, to show cause, if any they have, why a decree ought not to pass as prayed.

(No Seal) John H. Hopkins, 3rd, Clerk.

True Copy-Test:

John H. Hopkins, 3rd, Clerk.

Filed Jan. 30, 1947

THE SOUTHERN MARYLAND TIMES,

Annapolis Maryland

THIS IS TO CERTIFY That the annexed advertisement of ORDER OF PUBLICATION was inserted in THE SOUTHERN MARYLAND TIMES, A WEEKLY NEWSPAPER PRINTED AND PUBLISHED in Anne Arundel County, Maryland, once a week for four successive weeks before the 7th day of March, 1947, that is to say,the same was inserted in the issues of Feb. 7, 14, 21, 28, 1947.

The Southern Maryland TIMES

John Fulton Lewis, Editor.

Filed April 24, 1947.

ANSWER AND ORDER TO ENTER APPEARANCE.

Mr. Clerk,

Please file, and enter my appearance for Florence Johnson,one of the Respondents herein.

Leon Boro, SOLICITOR FOR RESPONDENT

Florence Johnson.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Florence Johnson, one of the respondents in the above entitled cause, by Leon Boro, her solicitor, for answer to the Bill of Complaint filed against her respectfully represents:

1. That she admits the allegations of Paragraph 1.

2. That she admits the allegations of Paragraph 2.

3. That she admits the allegations of Paragraph 3.

4. That she admits the allegations of Paragraph 4 and further answering said paragraph, your respondent says that some of the heirs of William W. Adams and Mary Adams, his wife, have occupied the properties described in Paragraphs 2 and 3 of the Bill of Complaint and have collected rents therefor the exact amounts of which are unknown to your respondent.

5. That your respondent admits the allegations contained in Paragraph 5 of the Bill and further answering said Paragraph says that she is married to one Phil Johnson who is now and has been for a great number of years a patient at the Crownsville State Hospital for the Insane.

6. That your respondent admits the allegations contained in Paragraph 6.

AND, having fully answered said Bill of Complaint, your respondent prays to be hence dismissed with reasonable costs.

AND, AS IN DUTY BOUND, ETC.

Florence Johnson, Respondent.

Leon Boro, Solicitor for Respondent.

Filed March 5, 1947

Admission of Service Answers in Proper Person

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, the resident joint owners of the real property described in this case, have been served with copies of the Bill of Complaint in the above matter, alledging that the said property described in said Bill is not susceptible of division in kind amongst the heirs of said William W. Adams and Mary Adams. Answering this Bill in proper person, we admit the facts alledged, and consent to the appointment of a Trustee to make sale of said properties and divide the proceeds among the heirs according to their respective interests.

Samuel Adams, Widower

Agnes Anson

Agnes Anderson (nee Adams) who intermarried with Ernest Anderson.

Ernest Anderson

Florence Johnson (nee Adams) who intermarried with Phil Johnson

Phil Johnson

Charles Adams,Jr.,

Lillian Adams, who intermarried with Charles Adams, Jr.,

Filed March 24, 1947

ANSWER IN PROPER PERSON, AND WAIVER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, Anna Charlton (nee Adams) and Edward Charlton, her husband, are advised that a joint owner of real property which is not susceptible of division in kind between the joint owners of same, must be sold under a decree of the Court, if requested by anyone or more of said joint owners, and the proceeds to be divided among the owners according to their respective interests. This being the situation in this case, we admit service of a copy of the Petition filed by Walter Adams and

wife, and respectfully enter our appearance in proper person and consent to the appointment of a Trustee to make sale as prayed in said Petition.

ANNA CHARLTON (nee Adams)

EDWARD CHARLTON, her husband

48 St.Nicholas Place, Apt. 56,
New York City, N. Y.

SUBSCRIBED and sworn to by the above named parties, before me a Notary Public of the State of New York, in and for County this 5 day of March, 1947.

Jack Koenigsberg
Notary Public, New York County
N.Y. Co. Clk's No. 193,Reg.No.98-K-1
Term Expires March 30, 1947,
Residing N.Y. County.

(NOTARIAL SEAL)

Filed March 24, 1947

PETITION FOR GUARDIAN AD LITEM.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your petitioner, Walter Adams, a plaintiff in this case, by Linwood L. Clark, his Attorney, respectfully represents:

1. That Phil Johnson, who is made one of the defendants in this case, has been for a great number of years, a patient at The Crownsville State Hospital For The Insane.

2. That his interest in this matter is only inchoate, depending upon surviving his wife, Florence Johnson, a party to this cause, before its conclusion.

3. That because of said inchoate interest he has been made a party to this proceeding,and duly summoned.

WHEREFORE he respectfully prays that a suitable order be passed to the end that a Guardian ad Litem be appointed to appear and answer for said defendant, and suggests that Noah A.Hillman, who has no interest whatever in this suit be appointed Guardian ad Litem.

Linwood L. Clark,

Attorney for petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY,TO WIT:

I HEREBY CERTIFY that before me a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Walter Adams and made oath in due form of law that the matters and facts above set forth are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal this 26 day of March, 1947.

Linwood L. Clark,

(Notary Seal)

Notary Public.

Filed March 26, 1947.

O R D E R

Ordered, by the Circuit Court of Anne Arundel County, State of Maryland, this 28th day of March, 1947, upon the foregoing petition and affidavit that Noah A. Hillman be and he is hereby appointed Guardian ad Litem for the insane defendant Phil Johnson named in the aforegoing petition and he is hereby directed to appear and file his answer to his behalf.

William J. McWilliams, Judge.

Filed 28 March, 1947.

ANSWER OF THEOR ADAMS AND WIFE IN PROPER PERSON.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, George Adams and Anna L. Adams, his wife, are advised that a joint owner of real property

which is not susceptible of division in kind between the joint owners of same, must be sold under a decree of the Court, if requested by anyone or more of said joint owners, and the proceeds be divided among the owners according to their respective interests. This being the situation in this case, we admit service of a copy of the Petition filed by Walter Adams and wife, and respectfully enter our appearance in proper person and consent to the appointment of a Trustee to make sale as prayed in said Petition.

George Adams

Anna I. Adams, his wife. (her X mark.)

SUBSCRIBED and sworn to by the above named parties, before me a Notary Public of the State of California, in and for the County of Santa Clara, this 2nd day of April, 1947.

Anna I. Adams, being unable to write, made her mark in our presence, and Berton D. Wehter wrote her name at request and in her presence.

Bert D. Wehter, Notary Public

(Notarial Seal) Notary Public in and for the County of Santa Clara, State of California,

My Commission expires Dec. 2, 1949.

Bert D. Wehter,

Mary I. Fisher.

Filed April 7, 1947.

ANSWER OF PHIL JOHNSON (ALSO KNOWN AS CLARENCE JOHNSON)

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Noah A. Hillman, Guardian ad Litemm appointed to appear for Phil Johnson (otherwise known as Clarence Johnson) a non compos mentis, confined in the Crownsville State Hospital for the Insane, and answer for him the Bill of Complaint in this cause respectfully represents unto your Honor:

That he admits the allegations set up in the Bill of Complaint that the two properties in this case are not susceptible to division in kind amongst the heirs, and agrees to the appointment of a Trustee to make sale of same and divide the proceeds as interest may appear, and respectfully submits the rights of said non compos mentis to the protection of this Honorable Court.

AND AS IN DUTY BOUND, etc.

Noah A. Hillman, Guardian ad Litem

Filed April 12, 1947

SUBMISSION FOR DECREE OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The plaintiffs, by their Solicitor, Linwood L. Clark, and all the defendants by their answers in proper person, and a non compos mentis, by his guardian ad litem, all admitting the allegations of the Bill to be true and agreeing therein to the sale of the two improved lots in this cause, respectfully submit said cause for decree of sale as prayed.

Linwood L. Clark,

Attorney for plaintiffs.

Filed April 14, 1947

DECREE FOR SALE.

The above case standing ready for hearing, and being submitted, the proceedings were, by the Court, read and considered, and it appearing that the parties hereto constitute all the parties in interest, and are sui juris, and each defendant subscribes to an answer in which each admits Paragraph Six of the Bill of Complaint that the two improved lots in this case are not susceptible of division

among the heirs and agrees to the sale petitioned for in the Bill of Complaint, as advantageous to all persons concerned, it is thereupon this 14" day of April, 1947, ordered, adjudged, and decreed by the Circuit Court of Anne Arundel County, in Equity, that the properties mentioned in these proceedings, be sold, that Lenwood L. Clark be and he is hereby appointed Trustee, to make sale thereof, and that the course and manner of his proceedings shall be as follows:--That he shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court thereof, in penalty of Seven Thousand Dollars $7000.00 conditioned for the faithful performance of the trust reposed in him by any future decree or order in the premises; he shall then proceed to make sale, having given at least three weeks notice by advertisement, inserted in such newspaper or neespapers published in the County aforesaid as he shall think proper, of the time, place, manner, and terms of said sale, which terms shall be:--Require a deposit of at least 10% of the amount of the sale, on account of the purchase money on the day of sale, and as soon as may be convenient after such sales, the said Trustee shall return to this Court a full and particular account of the proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, and not before, the said Trustee shall by a good and sufficient deed or deeds, to be executed, acknowledged, and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them sold, free clear, and discharged from all claim of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them or either of them; and the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to said Trustee as this Court shall think proper to allow in consider - ation of the skill, attention, and fidelity wherewith he shall appear to have discharged his trust.

It is further ordered that the Clerk of the Court publish Notice to Creditors on the estate of Mary Adams, deceased,notifying creditors to file their claim against this estate.

William J. McWilliams , Judge.

Filed 14 April, 1947

BOND.

GREAT AMERICAN INDEMNITY COMPANY, NEW YORK Bond No. 257657

KNOW ALL MEN BY THESE PRESENTS. That Linwood L. Clark, of Annapolis, Anne Arundel County, Maryland, and GREAT AMERICAN INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of SEVEN THOUSAND AND NO/100 DOLLARS,($7,000.00), to be paid to the State of Maryland or its certain attorney, to which payment well and truly to be made, we bind ourselves and each of us and each of our heirs, executors, administrators or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 28th day of April, in the year nineteen hundred and forty-seven.

WHEREAS, the above bounden Linwood L. Clark by virtue of a decree of the Circuit Court of Anne Arundel County, Maryland, having been appointed trustee to sell certain real estate in connection with the case of Walter Adams vs Samuel Adams, Partition Proceedings, in the Circuit Court of Anne Arundel County, Maryland, Equity No. 9188;

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, if the above bounden

Linwood L. Clark does and shall well and faithfully perform the trust reposed in him by the said decree or that which may be reposed in him by any future decree or order in the premises,then the above obligation will be void, otherwise, to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of
C. Albert Hodges,Jr.
Helen Taylor (Corporate Seal)

Linwood L. Clark (SEAL)
GREAT AMERICAN INDEMNITY COMPANY
By F. D. Sears (SEAL)
Attorney-in Fact.

APPROVED AS TO FORM AND SUFFICIENCY,

John H. Hopkins, 3rd, Clerk.

Filed May 1, 1947

TRUSTEE'S SALE OF VALUABLE IMPROVED PROPERTIES

50 by 450 Lot West Street Extended and 31 Washington Street.

By virtue of the power contained in the decree passed by the Circuit Court for Anne Arundel County in Equity No. 9188, on the 14th day of April, 1947, in the cause of Walter Adams, et al. vs Samuel Adams, et al. the undersigned Trustee will sell at Public Auction at the Court House Door, Annapolis, Maryland, on TUESDAY, MAY 20th, 1947, at 11 O'Clock A. M.

FIRST:-All that lot of ground facing on West Street extended,opposite Johnson's Lumber Yard, fronting on said Street, also known as the Public road leading from Annapolis to Parole, 50 feet, and having a depth of 450 feet, more or less, and improved by a two story frame residence. For title see deed from John Kirby and Julia Kirby, his wife, to William Adams, March 18, 1887, and recorded among the Land Records of Anne Arundel County in Liber S. H. 31, Folio 267; see also deed from William Adams and Mary Adams, his wife, to William T. Hall, dated July 26, 1888, and recorded among the Land Records of Anne Arundel County in Liber S.H. 33, Folio 255.

SECOND:- All that lot of ground facing on Washington Street,Annapolis, Maryland, 30 feet,with a depth of 130 feet, more or less, and improved by a six room shingle dwelling, known as 31 Washington Street, improved by a furnace and equipped with gas and electricity. For title see deed from Jennie T. Miller and husband to William Adams and wife, dated January 20, 1913, and recorded among the Land Records of Anne Arundel County in Liber G.W. 92 Folio 478.

TERMS OF SALE- A deposit of 10% of the purchase price will be requested of the purchaser of each of said properties at the time and place of sale, balance of purchase money to bear interest from the day of sale to date of settlement; all expenses if any to be adjusted to day of sale.

LINWOOD L. CLARK, Trustee

GEORGE W. SCIBLE, AUCTIONEER. 5-9

OFFICE OF THE SOUTHERN MARYLAND TIMES, Annapolis, Maryland.

THIS IS TO CERTIFY, That the annexed advertisement of TRUSTEE'S SALE was inserted in THE SOUTHERN MARYLAND TIMES,a weekly newspaper printed and published in Anne Arundel County,Maryland, once a week for three successive weeks before the ___ that is to say , the same was inserted in the issues of Apr. 25, May 2, 9, 1947.

THE SOUTHERN MARYLAND TIMES
By John Fulton Lewis, Editor.

Filed May 23", 1947

AUCTIONEER'S CERTIFICATE.

I have this 20th day of May, 1947, sold the lot on 31 Washington Street advertised in this hand-bill to John Wilford Prann and Martha L. Prann, for the sum of Three Thousand Nine Hundred

($3900.00) Dollars, the highest bidder for same.

Geo. W. Scible, Auctioneer

I have this 20th day of May, 1947, purchased the within property on 31 Washington Street for the sum of $3900.00 Dollars

John W. Prann & wife. Purchaser

Filed May 23, 1947

AUCTIONEER'S CERTIFICATE.

I nave this day May the 20th, 1947, sold the lot on West Street advertised in this hand-bill to Oscar Prann and Edith Prann, his wife, for the sum of Four Thousand Three Hundred Fifty ($4350) Dollars, the highest bidder for same.

Geo. W. Scible, Auctioneer

I have this 20th day of May, 1947, purchased the within property on West Street for the sum of $4,350.00 Dollars. (West Street Extended).

Oscar Prann and wife. Purchaser.

Filed May 23, 1947.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Linwood L. Clark, Trustee, appointed by a decree of this Honorable Court passed on the 14th day of April, 1947, to make sale of certain Real Estate therein mentioned, respectfully shows:

THAT after giving Bond, with security for the faithful performance of his trust, and after having complied with all other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner, and terms of sale by advertisements inserted in the "Southern Maryland Times" published in Anne Arundel County, for at least four successive weeks before the day of sale he did,pursuant to said notice as per attached advertisement, attend at the Court House Door of Annapolis, Maryland, on the 20th day of May, 1947 at 11 o'clock A.M., and then and there proceeded to sell said property in manner following:

YOUR Trustee offered at public auction to the highest bidder the property mentioned in said decree, situated in the Second Election District of Anne Arundel County, and described as follows:

ALL that lot of ground on the north side of the public road leading from Annapolis to Camp Parole, and fronting on said road 50 feet with a depth of 450 feet, improved by a six room frame cottage. For title see deed from John Kirby and Julia Kirby, his wife, to William Adams, March 18, 1887, and recorded among the Land Records of Anne Arundel County in Liber S.H. 31 Folio 267; see also deed from William Adams and Mary Adams, his wife, to William T. Hall , dated July 26, 1888, and recorded among the Land Records of Anne Arundel County in Liber S.H. 33 Folio 255.

IT being the lot fronting on said Camp Parole Road, on West Street extended, with a frontage of 100 feet and a depth of 450 feet less 50 feet or one-half of said lot conveyed by the aforesaid deed from William Adams and Mary Adams, his wife, to William T. Hall.

AND your Trustee, Linwood L. Clark, sold the above 50 X 450 foot lot of ground to Oscar Prann and Edith Prann, his wife, as tenants by the entireties for the sum of $4350.00, they being the highest bidders therefor. A deposit of 10%, or $435.00, being made at the time and place of sale. Balance of said purchase money to bear interest from day of sale to date of settlement, all expenses, if any, to be adjusted to day of sale.

Respectfully Submitted: Linwood L. Clark,

Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 22 day of May, 1947, before me,a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Linwood L. Clark, Trustee, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Lillian M. Fine , Notary Public.

TO THE HONORABLE THE JUDGES OF SAID COURT:

THE report of Linwood L. Clark, Trustee, appointed by a decree of this Honorable Court passed on the 14th day of April, 1947, to make sale of certain Real Estate therein mentioned, respectfully shows:

THAT after giving Bond, with security for the faithful performance of his trust, and after having complied with all other pre-requisites, as required by law and the said decree, and giving notice of the time, place, manner, and terms of sale by advertisement inserted in the "Southern Maryland Times" published in Anne Arundel County, for at least four successive weeks before the day of sale he did, pursuant to said notice as per attached advertisement, attend at the Court House Door of Annapolis, Maryland, on the 20th day of May, 1947 at 11 o'clock A .M. and then and there proceeded to sell said property in manner following:

YOUR Trustee offered at public auction to the highest bidder the property mentioned in said decree, situated in the Sixth Election District of Anne Arundel County, and described as follows:

ALL that lot of ground known as 31 Washington Street,Annapolis, Maryland, improved by a shingle dwelling consisting of six rooms; this house is heated by furnace and supplied with gas and electricity. For title see deed from Jennie T. Miller and David V. Miller,her husband, to William (W.) Adams and Mary Adams, his wife, dated January 20, 1913, and recorded among the Land Records of Anne Arundel County in Liber G. W 92,Folio 478.

AND your Trustee, Linwood L. Clark, sold the above lot of ground to John Wilford Prann and Martha L. Prann, his wife, as tenants by the entireties for the sum of $3900.00, they being the highest bidder therefor. A deposit of 10%, or $390.00, being made at the time and place of sale. Balance of said purchase money to bear interest from day of sale to date of settlement, all expenses, if any, to be adjusted to day of sale.

RESPECTFULLY Submitted.

Linwood L. Clark, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 22 day of May, 1947, before me a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Linwood L. Clark, Trustee, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Lillian M. Fine, Notary Public.

Filed May 23, 1947

ORDER NISI

ORDERED this 23" day of May, 1947, that the sale of the properties mentioned in these proceedings made and reported by Linwood L. Clark, Trustee, be ratified and confirmed, unless cause to the contrary be shown thereof on or before the 24" day of June, next; provided a copy of the Order be

inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24" day of June next.

THE report stated the amount of sales to be as follows: Four Thousand Three Hundred Fifty ($4350.00) Dollars for the first lot located on Parole Road, and Three Thousand Nine Hundred ($3900.00) Dollars for the second lot known as 31 Washington Street,Annapolis, Maryland. Total amount of sales being $8250.00.

John H. Hopkins, 3rd,, Clerk.

Filed May 23, 1947.

CERTIFICATE OF PUBLICZTION.

THIS IS TO CERTIFY That the annexed advertisement of Order Nisi was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 24th day of June, next; that is to say, the same was inserted in the issues of May 30, June 6, 13, 1947.

THE SOUTHERN MARYLAND TIMES

John Fulton Lewis, Editor.

Filed June 25, 1947.

F I N A L O R D E R

ORDERED by the Clerk, this 26 day of June, 1947, that the sales made and reported by the Trustee aforesaid, be and the same are hereby finally ratified and confirmed,no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

William J. McWilliams, Judge.

Filed 26 June, 1947.

PETITION TO BE MADE PARTY

TO THE HONORABLES THE JUDGES OF SAID COURT:

The petition of Henrietta Adams, appearing in proper person in the above entitle cause, respectfully says:

One. That she, Henrietta Adams, is the widow of Charles Adams, named in this case as the deceased child of William W. Adams and Mary Adams, at the time of the death of Mary Adams, who survived her husband, William W. Adams.

Two. THAT THE SAID Charles Adams died May 20th, 1944, leaving surviving him, your petitioner, his widow, and three children, Walter Adams, Charles Adams, Jr., and Anna Adams, who intermarried with one Edward Charlton.

Three. That her husband, the said Charles Adams, was an heir of William W. Adams, and as such heir, your petitioner, his widow, claims an interest in the lot described in paragraph #2 of the Bill of Complaint in this matter, namely the lot lying in the 2nd Election District of Anne Arundel County,on the North side of the Public Road, near Parole, now referred to as West Street extended.

FOUR. That she is advised that the plaintiffs in this case did not inform their counsel that the said Charles Adams left surviving him, your petitioner, as his widow, and therefore she was not made a party to said case.

WHEREFORE YOUR petitioner respectfully prays:

(a) That she, Henrietta Adams, widow of Charles Adams, son of William Adams, be added as a party defendant in this case;

(b) That your petitioner may be permitted, at this juncture of the proceedings, to file her answer under oath, to the Bill of Complaint, that she is the surviving wife of the said Charles Adams, who departed this life May 20th, 1944;

(c) That she may be permitted to file said answer, nunc pro tunc, to the Bill of Complaint in this matter agreeing that the properties therein described were not susceptible of division in kind between the parties entitled, and agreeing to the sale thereof for the purpose of dividing the proceeds of said sale amongst the heirs as their respective interests may appear.

And as in duty bound, etc,

Witnessed by Lillian Adams

Henettar Adams

Henrietta Adams, in proper person

This is to certify that before me, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared Henrietta Adams, and made oath in due form of law, that the matters and facts above stated are true.

WITNESS my hand and Notarial Seal this 2" day of July , 1947.

(Notarial Seal)

Linwood L. Clark, Notary Public.

ORDER OF COURT

Upon the foregoing petition and affidavit, it is adjudged and ordered by the Circuit Court for Anne Arundel County, this 3" day of July, 1947, that the petitioner, Henrietta Adams, widow of Charles Adams, be and she is hereby granted leave to come in and be made a party defendant in this case and file her answer to same nunc pro tunc as above prayed.

William J. McWilliams, Judge.

Filed 3 July, 1947

ANSWER OF HENRIETTA ADAMS

TO THE HONORABLES THE JUDGES OF SAID COURT:

The Answer of Henrietta Adams, widow of Charles Adams, to the Bill of Complaint in this case respectfully shows:

1. That she admits paragraph One.

2. That she admits paragraph Two.

3. That she admits paragraph Three, although she claims no interest in the property therein described.

4. That she admits paragraph Four.

5. That she admits paragraph Five, but supplements same by showing that the said Charles Adams, son of said William W. and Mary Adams, left surviving him, the petitioner, his widow, now claiming as such.

6. That she admits paragraph Six, and particularly the West Street lot, in which she claims an interest.

Further answering said Bill of Complaint, she approves the sale made by your Trustee, Linwood L. Clark, and consents to all proceedings as though originally she had been made a party and duly summoned.

Having answered fully said Bill of Complaint, your respondent prays this Honorable Court to pass such order or orders as may be requisite for the protection of her interests therein.

Witnessed by Lillian Adams

Henritta Adams

Henrietta Adams, in proper person

AFFIDAVIT

This is to certify that before me, a Notary Public for the State of Maryland, for and in Anne

Arundel County, personally appeared Henrietta Adams, and made oath in due form of law that the matters and facts above stated are true to the best of her knowledge and belief.

Witness my hand and Notarial Seal this 3" day of July, 1947.

(Notarial Seal) Linwood L. Clark, Notary Public.

Filed July 3, 1947.

CERTIFICATE OF PUBLICATION

Linwood L. Clark, Trustee,
Maryland Hotel Building
Annapolis, Maryland.

Walter Adams and wife vs Samuel Adams, et al. in the Circuit Court for Anne Arundel County, Maryland, Equity No. 9188.

This is to give notice that the subscriber has been authorized and directed to make sale of the real estate set out in these proceedings and partition the proceeds to the heirs of Mary Adams, deceased widow of William W. Adams. All persons having claims against the deceased are warned to exhibit same with the vouchers thereof legally authenticated to the subscriber, on or before the 1st day of August , next; they may otherwise by law be excluded from all benefit of the estate of said deceased.

Linwood L. Clark, Trustee 5/30

This is to certify that the annexed advertisement of Notice to Creditors was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for six successive weeks before the___ that is to say, the same was inserted in the issues of Apr. 25, May 2, 9, 16, 23, 30, 1947. THE SOUTHERN MARYLAND TIMES

John Fulton Lewis, Editor.

Filed July 10, 1947.

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

C.

Dr. Walter Adams and Mary Adams, his wife, vs Samuel Adams, et al		in ac.
To Trustee for Commissions (Tract #1)	161.25	
To Trustee For Commissions (Lot #2)	147.90	309.15
To Trustee for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	24.50	
Jos. W Alton- Sheriff's costs	8.30	
Auditor- stating this account	36.00	88.80
To Trustee for Expenses, viz:		
Southern Md. Times-Order of Publication	22.00	
Southern Md. Times-Notice to Creditors	5.00	
Southern Md. Times-Advertising sale	22.00	
Southern Md. Times- Order Nisi on Sale	5.00	
Southern Md. Times-Order Nisi (acct.)	5.00	
Barrett Printing Co.- handbills	6.50	

Great American Indemnity Co.- bond premium	28.00	
Noah A. Hillman- Guardian ad Litem	4.00	
Lillian M. Fine- notary fees	1.00	
George W. Scible- Auctioneer's fee (#1)	21.00	
George W. Scible-Auctioneer's fee (#2)	16.00	
One-half Federal revenue stamps-(#1)	2.48	
One-half State revenue stamps-(#1)	2.48	
One-half Federal revenue stamps-(#2)	2.20	
One-half State revenue stamps-(#2)	2.20	144.86
To Trustee for taxes,viz:		
County and State for 1947-($30.78-adjusted On Tract #1	11.95	
County and State for 1947-$30.02-adjusted) on Tract #2	11.51	23.46
To Trustee for Benefit Charles,viz:		
Annapolis Water Co.-water service from 3/31 to 5/20/47-(Tract #1)	.97	
Annapolis Water Co.-water service from 3/31 to 5/20/47-(Tract #2)	1.73	2.70
To Trustee for Claims filed by Walter Adams for money advanced by him as follows:		
Tract #1- West Street property:		
Annapolis Water Co.-water rent from 9/30/46 to 3/31/47	3.50	
J. D. Lazenby, Agent-fire insurance premium-adjusted	9.45	
Treasurer of Anne Arundel Co.-balance due on 1946 taxes	8.72	21.67
Tract #2 - 31 Washington Street		
Annapolis Water Co.-water rent from 9/30/46 to 3/31/47	7.00	
1945 Annapolis City taxes	21.51	
1946 Annapolis City taxes	23.70	
J. D. Lazenby Agent-fire insurance premium adjusted	7.69	
Treasurer of Anne Arundel Co-balance due on 1946 taxes.	16.88	76.78
Estate of Mary Adams, deceased		
Dr. R.L. Richardson- services	16.00	
Hicks Funeral Home-burial	110.50	
Mrs. Steward-services	6.00	132.50
NET PROCEEDS OF SALE OF TRACT #1 (West Street) distributed to the heirs at law of William W. Adams (who died 11/11/19) and his wife, Mary Adams,(who died 12/7/46) from SCHEDULE A hereto attached	4,151.65	
NET PROCEEDS OF SALE OF TRACT #2 (31 Washington Street) distributed to the heirs at law of Mary Adams (who died 12/7/46) from SCHEDULE B hereto	3,448.03	7,599.68
		8,399.60

SCHEDULE A

Proceeds of Sale of Tract #1 (West Street)	$4,350.00	$	$
Interest on deferred payment	25.10		
Rent collected by Walter Adams from 12/18/46 to 3/15/47	92.00		
Total	$4,467.10		
LESS			
Trustee's commissions-	$161.25		
One-half Court costs	44.40		
One-half Trustees expenses	49.25		
Auctioneer's fee	21.00		
Revenue stamps	4.96		
1947 taxes-adjusted	11.95		
Water rent - "	.97		
Amount due Walter Adams for taxes,water rent and insurance paid by him	21.67	315.45	
Net proceeds for distribution			4,151.65
DISTRIBUTED AS FOLLOWS:			
To the heirs at law of Mary Adams			
Widow-one-third, namely:	$1,383.88		
Samuel Adams-son-one-fifth	$276.77		
Less 1% inheritance tax	2.77	274.00	
George Adams,son-one-fifth	$276.77		
Less 1% inheritance tax	2.77	274.00	
Agnes Anderson-daughter "	$276.78		
Less 1% inheritance tax	2.77	274.01	
Florence Johnson,daughter-"	$276.78		
Less 1% inheritance tax	2.77	274.01	
Charles Adams,grandson- One-fifteenth	92.26		
Walter Adams-grandson- One-fifteenth	92.26		
Anne Charlton-grand daughter One-fifteenth	92.26		
Register of Wills-direct inheritance tax as above	11.08		1,383.88
To heirs at law of William Adams- two-thirds,namely $2,767.77			
Samuel Adams,son-one-fifth	$553.55		
George Adams,son-one-fifth	553.55		
Agnes Anderson,daughter-"	553.55		
Florence Johnson,daughter "	553.56		
Henrietta Adams,widow,of Charles Adams,son,who died May 20,1944- one-fifteenth	184.52		

Walter Adams, grandson-2/45	$123.01	$	$2,767.77
Charles Adams,grandson-2/45	123.01	$4.151.65	$4,151.65
Anne Charlton,granddaughter-2/45	123.02		

SCHEDULE B

Proceeds of Sale of Tract #2 (31 Washington Street)	$3,900.00	$	$
Interest on deferred payment	29.84		
Refund 1946 City taxes	2.66		
	$3,932.50		

LESS

Trustee's commission-	$147.90		
One-half Court costs-	44.40		
One-half Trustee's expenses	49.25		
Auctioneer's fee	16.00		
Revenue Stamps	4.40		
1947 County taxes-adj.	11.51		
Water Rent-	1.73		
Amount due Walter Adams, for taxes,water rent and fire insurance paid by him	76.78		
Funeral expenses,etc. paid by Walter Adams	132.50		
	484.47		3,448.03

Net proceeds for distribution

DISTRIBUTED AS FOLLOWS:

To the heirs at law of Mary Adams, who died 12/7/46,namely:			
Samuel Adams-son-one-fifth-	$689.60	$	
Less inheritance tax 1%	6.90		682.70
George Adams,son-one-fifth-	$689.60		
Less 1% inheritance tax	6.90		682.70
Agnes Anderson-daughter,"	$689.61		
Less 1% inheritance tax	6.90		682.71
Florence Johnson,daughter-"	$689.61		
Less 1% inheritance tax	6.90		682.71
Walter Adams,,grandson-1/15	$229.87		
Less 1% inheritance tax	2.30		227.57
Charles Adams,grandson-1/15	$229.87		
Less 1% inheritance tax	2.30		227.57
Anne Charlton,granddaughter	$229.87		
Less 1% inheritance tax	2.30		227.57
Register of Wills-direct inheritance tax,as above			34.50
			$3,448.03
		$3,448.03	$3,448.03

WITH Linwood L. Clark, Trustee

Cr.

1947

May 20	Proceeds of Sale of Tract #1 (West Street property)	4,350.00	
	interest on deferred payment	25.10	4,375.10
	Rent collected by Walter Adams from 12/18/46		92.00
	Proceeds of Sale of Tract #2 (31 [illegible]	3,900.00	
	Interest on deferred payment	29.84	3,929.84
	Refund 1946 Annapolis City taxes ($23.70 - adjusted)		2.66
			8.399.60

ORDER NISI

ORDERED, This 12" day of August, 1947, 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 12" day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of theee successive weeks before the 12" day of September next.

John H. Hopkins, 3rd, Clerk.

Filed August 12, 1947

CERTIFICATE OF PUBLICATION.

THIS IS TO CERTIFY That the annexed advertisement of ORDER NISI was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County,Maryland, once a week for three successive weeks before the 12th day of September,next, that is to say, the same was inserted in the issues of Aug. 15, 22, 29, 1947.

THE SOUTHERN MARYLAND TIMES

A. J. Murray,Sr.

Business Manager.

Filed Sept. 18, 1947.

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL County:

ORDERED BY THE COURT, this 19 day of September,1947, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

William J. McWilliams, A. J.

Filed 19 September, 1947.

IN THE MATTER [illegible]	:	No. 9191 Equity
OF	:	IN THE CIRCUIT COURT
ERNEST J. HOWARD,	:	FOR
LUNATIC	:	ANNE ARUNDEL COUNTY

: : : : : : :

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Nellie Howard, a resident of Anne Arundel County, State of Maryland, through her solicitor Henry J. Tarantino, respectfully represents:

1. That your Petitioner is the wife of Ernest J. Howard now a patient at the Spring Grove State Hospital, Catonsville, Maryland, where he has been since the 13th day of December,

1945, under treatment of Doctors of Medicine for mental decease.

2. That the said Ernest J. Howard, is of unsound mind and a lunatic, without lucid intervals, and is not capable of the government of himself or the management of his estate, and needs the constant care and attention of experienced persons, and she files herewith certificate of two Doctors of Medicine, Marked "Exhibit 1" and "Exhibit 2".

3. That the said Ernest J. Howard, lunatic and his wife, the said Nellie Howard own an improved lot of ground at Jones Station, Anne Arundel County, Maryland as tenants by the entireties, valued at approximately Nineteen Hundred dollars ($1900.00); and the said Ernest J. Howard, Lunatic owns a 1939 Two-door Chevrolet Sedan automobile valued at approximately Four hundred dollars ($400.00), and it is necessary, that a Committee of his person and Trustee of his estate be legally authorized to take charge of his person and manage his estate.

TO THE END, THEREFORE:

(a). That a Committee may be appointed for the estate of the said Ernest J. Howard.

Therefore, your Petitioner prays this Honorable Court to grant unto her the Writ of Subpoena directed to the said Ernest J. Howard, Lunatic, Commanding him or his custodian to be and appear in this Court on some certain date to be named therein and answer this Petition, and show cause, if any he may have, why the prayer as herein set forth should not be granted, and appoint a Committee for the estate of the said Ernest J. Howard.

And as in duty bound, etc.

Henry J. Tarantino, Nellie Howard, Petitioner.

Solicitor for Petitioner.

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

I HEREBY CERTIFY, that on this 4th day of February, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared NELLIE HOWARD, and made oath in due form of law that the matters and things as set forth in the foregoing Petition are true and correct to the best of his knowledge and belief.

AS WITNESS MY HAND AND Notarial Seal.

(Notarial Seal) Henry J. Tarantino. Notary Public.

PHYSICIAN'S CERTIFICATE OF MENTAL INCOMPETENCE

"EXHIBIT 1."

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 17th day of January, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Silas W. Weltmer, M. D. who made oath in due form of law that he is and has been for the past 15 years an attending neuropsychiatrist at the Spring Grove State Hospital, Catonsville, Maryland; that Ernest J. Howard was admitted as a patient in the Spring Grove State Hospital on the 13th day of December, 1945, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Ernest J. Howard from time to time, his last examination being on January 17th, 1947, that from the opportunity afforded him of observing the said Ernest J. Howard, he is convinced that he is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage his property or to execute a valid deed of contract; that the cause of such mental disability is Luetic infection involving the brain and Spinal Cord, that the nature of such mental disability is General Parcsis-characterized by confusion-excitement-defective memory, disorentation with convulsive attacks; that the extent and probable

duration of the incompetency of the said Ernest J. Howard is total for the exercise of normal reason and judgment in the management of his personal and business affairs,which incompetency will, in my opinion, will continue for the remainder of his life. He is further of the opinion that it would be seriously detrimental to the said Ernest J. Howard ,both physically and mentally to require him to appear before a Court as a witness or to be present at a hearing before a Court concerning his mental condition and capacity to manage his estate.

Silas W. Weltmer, M. D. Affiant.

Sworn to before me this 17th day of January, 1947.

B. Compton Graham, Notary Public.

(Notarial Seal)

My Commission expires May 5, 1947.

PHYSICIAN'S CERTIFICATE OF MENTAL INCOMPETENCE.

"EXHIBIT 2".

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 17th day of January, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Isadore Tuerk, M. D. who made oath in due form of law that he is and has been for the past 8 years an attending neurophychiatrist at the Spring Grove State Hospital, Catonsville, Maryland; that Ernest J. Howard was admitted as a patient in the Spring Grove State Hospital on the 13th day of December, 1945, and has been ever since and is now a patient therein, that in the course of his duties he has attended the said Ernest J. Howard from time to time, his last examination being on Jan.17, 1947, that from the opportunity afforded him of observing the said Ernest J. Howard, he is convinced that he is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage his property or to execute a valid deed of contract; that the cause of such mental disability is Luetic infection involving the brain; that the nature of such mental disability is General Paresis; characterized by confusions,episodes of combatibeness,memory defects delusions that he is Christ and history of convulsions; that the extent and probable duration of the incompetency of the said Ernest J. Howard is total for the exercise of normal judgment and reason in the management of his business affairs and will continue for the remainder of his life.

He is further of the opinion that it would be seriously detrimental to the said Ernest J. Howard,both physically and mentally, to require him to appear before a Court as a witness or to be present at a hearing before a Court concerning his mental condition and capacity to manage his estate;

Isadore Tuerk, M. D. Affiant.

Sworn to before me this 17th day of January, 1947.

(Notarial Seal) B.Compton Graham, Notary Public

My commission expires May 5, 1947.

Filed February 5, 1947.

ORDER OF COURT.

Upon the foregoing Petition, Certificates and Affidavits IT IS ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 10" day of February, 1947, that the alleged incompetent , Ernest J. Howard,be summoned on or before the 21" day of February, 1947, and that a copy of summons, Petition and Order shall be left with the Sperintendent of the Spring Grove State Hospital

at Catonsville, Maryland, on or before the 21 day of February, 1947, and that this cause be set for hearing on the 3 day of March, 1947 at 10:00 o'clock,A.M.

William J. McWilliams, Judge.

Filed 10 February, 1947.

D E C R E E

This cause having come on for hearing upon the Petition of Nellie Howard, the wife of Ernest J. Howard, and the said Petition and Affidavits having by this Court been considered.

IT IS THEREUPON, this 4th day of March, 1947, by the Circuit Court for Anne Arundel County,in Equity, ORDERED, ADJUDGED AND DECREED that Nellie Howard be and is hereby appointed Committee for Ernest J. HOWARD, lunatic, to care for and manage the property and affairs of said Ernest J.Howard, Lunatic, and the said Nellie Howard be and is hereby authorized to assume control of all properties of the said Ernest J. Howard, Lunatic.

IT IS FURTHER ORDERED, that before entering upon the duties of Committee, the said Nellie Howard be and is hereby required to file a Corporate Bond in the sum of 1000.00 conditioned upon the faithful performance of this Committee.

William J. McWilliams, Judge.

Filed 4 March, 1947

B O N D

KNOW ALL MEN BY THESE PRESENTS,, THAT WE, Nellie Howard Committee,of the Estate and Person of Ernest J. Howard, lunatic, and the AMERICAN SURETY COMPANY OF NEW YORK, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand ($1,000.00) Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment thereof we bind ourselves, and each of us, our and each of our heirs, executors,administrators, successors, and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 3 day of March, in the year of our Lord One thousand nine hundred and 47.

WHEREAS, ORDER OF COURT, dated the 3rd day of March,nineteen hundred and 47, and of appointed NELLIE HOWARD, Committee for the Estate and Person of ERNEST J. HOWARD, Lunatic.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Nellie Howard, Committee, do and shall well and faithfully perform the trust reposed in her in and by the above Order mentioned and declared; and also, do and shall well and faithfully perform the trust reposed her by said Order and observe the provisions of the Maryland Code of Public General Laws relating to Committees, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS, the hand and seal of the said Nellie Howard, and the corporate name of the AMERICAN SURETY COMPANY OF NEW YORK, subscribed by its Attorney-in-Fact, and the corporate seal of the said AMERICAN SURETY COMPANY OF NEW YORK, attested &-

Signed,sealed and delivered — NELLIE HOWARD (SEAL)

IN THE PRESENCE OF — AMERICAN SURETY COMPANY OF NEW YORK

T. G. BASIL (Corporate Seal) — By Thomas G. Basil

Attest: Charlotte C. LDedrew — Resident Agent.

BOND APPROVED

_____Clerk.

Filed 6 March 1947,Liber J.H.H. #6,folio 310 Bond Records.

PETITION AND ORDER OF COURT TO SELL AUTOMOBILE.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Petitioner, through her attorney, Henry J. Tarantino, respectfully represents:

1. That she was appointed Committee of the person and estate of Ernest J. Howard, Lunatic, by an Order of this Honorable Court passed in this cause on the 3rd day of March, 1947, and has been duly bonded as such Committee.

2. That she has obtained a purchaser for the automobile as described in her petition filed in these proceedings, at and for the sum of Four hundred ($400.00) dollars.

3. That such sale of said automobile would be advantageous to the said Ernest J. Howard, Lunatic; in so far that said money would be used to help support and maintain his wife, the said Nellie Howard and their infant children.

WHEREFORE, your Petitioner prays this Honorable Court to authorize her as Committee of the person and estate of Ernest J. Howard, Lunatic, to transfer and assign the 1939 model Chevrolet Automobile to Erwin Squire, Purchaser at and for the price of $400.00.

AND as in duty bound, etc.

Henry J. Tarantino
Attorney for Committee.

Nellie Howard
Committee for the Estate and
Person of Ernest J. Howard, Lunatic.

ORDER OF COURT

ORDERED this 6th day of March, 1947, by the Circuit Court for Anne Arundel County, in Equity, that Nellie Howard, Committee, be and is hereby authorized and empowered to sell, transfer and assign the automobile (1939 model Chevrolet sedan) in the name of Ernest J. Howard, Lunatic to Erwin Squire, Purchaser at and for the price of $400.00.

James Clark. Judge.

Filed 6 March, 1947.

PETITIONER'S "EXHIBIT A" .

INT. REV. STAMP $2.20-MD. STATE STAMP $1.90

THIS DEED, Made this 5th day of April, 1945, by and between THOMAS H. LANGLEY,JR., and ELLA I. LANGLEY, his wife, parties of the first part, and ERNEST J. HOWARD and NELLIE HOWARD, his wife, parties of the second part.

WITNESSETH: that for and in consideration of the sum of ONE DOLLAR and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantees their heirs and assigns in fee simple, as TENANTS BY THE ENTIRETIES.

ALL the land and premises situate, lying and being in ANNE ARUNDEL COUNTY, STATE OF MARYLAND, and more particularly described as follows:

BEING in the THIRD ELECTION DISTRICT of Anne Arundel County, Maryland, and

BEGINNING for the same at a point in the center of the road leading from Jones Station to Dividing Creek at the Southwest corner of the lot heretofore sold to John W. Thompson;and running thence North 39° West 200 feet bounding on Thompson's land to a stake; thence South 51° West 50 feet; thence South 39° East 200 feet to the center of the said road; and thence bounding on the center thereof North 51° East 50 feet to the place of beginning.

BEING the same property which was granted and conveyed to the said GRANTORS by Emma M. Thomas and Findley H. Thomas, her husband, by Deed dated the 28th day of February, 1916, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 127, folio 131.

TOGETHER with the buildings and improvements thereon erected, made or being; and all and every the rights, alleys, ways, waters, privileges appurtenances and advantages, to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said land and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Grantees, their heirs and assigns in fee simple, as TENANTS BY THE ENTIRETIES.

AND the said Grantors do hereby covenant that they will warrant specially the land and premises hereby granted and conveyed, and that they will execute such further assurances of the same as may be requisite.

AS WITNESS the hands and seals of the said Grantors.

ATTEST: THOMAS H. LANGLEY _ (SEAL)

FRED W. KUETHE ELLA I. LANGLEY (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 5th day of April, 1945, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared THOMAS H. LANGLEY JR. and ELLA I. Langley, his wife, and they acknowledged the foregoing Deed to be their act and Deed.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) FRED W. KUETHE , NOTARY PUBLIC

My commission expires on the 7th day of May, 1945.

Recorded - 15th May, 1945, at 9:10 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber J.H.H. No. 328, folio 189, one of the Land Record Books of Anne Arundel County.

IN TESTIMONY WHEREOF, I Hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 5th day of September, A. D., 1947.

(COURT SEAL) JOHN H. HOPKINS, 3rd, CLERK.

Filed Sept. 10, 1947

WRIT DE LUNATICO INQUIRENDO.

MARYLAND, SCT. THE STATE OF MARYLAND,

To JOSEPH W. ALTON, SR., Sheriff of Anne Arundel County, Greeting:

BECAUSE WE HAVE RECEIVED INFORMATION THAT ERNEST J. HOWARD of said county, now is and for some time past has been so far deprived of his reason and understanding that he is unfit and unable to govern himself, or manage his affairs to his own great detriment and our manifest prejudice, and we being willing to take care for the indemnity of the said _ _ _ , in this behalf COMMAND YOU, that you diligently inquire by the Oaths of twelve honest and lawful men of your BAILIWICK, by whom the truth of the matter may be better known, whether the said ERNEST J. HOWARD be so far deprived of HIS understanding that he is altogether unfit and unable to govern himself or to manage his affairs as before stated or not, and if he be, then from what time and how long, and in what manner; and if he enjoys lucid intervals; and when the said ERNEST J. HOWARD being in such condition aliened any lands or tenaments? and if so, then what lands and what tenements and where and when? and to whom or what persons, and in whose hands or what person's hands the lands and tenements so aliened are? and how and in what manner; and what lands and what tenements yet remain and of whom; or what persons, as well as the lands and tenements so aliened, as the lands and tenements so

retained by HIM are holden; and by what persons and how; and in what manner, and how much they are worth by the year in all issues, and who is next of kind and of what age?

And the Inquisition hereof distinctly and plainly made send to the Judges of the Circuit Court for Anne Arundel County, under your hands and seals and the hands and seals of those by whom the said Inquisition is made and taken.

Theodore T. Pantaleo
Louis J. Braun
Charles J. Jones
Dell Bowen
Fritz Schoen
L. L. McKenny
Harry Feldmeyer
James Logan
Frank Smith
Clifton Russell
Gus Fox
Frank Griffin

WITNESS the Honorable James E. Boylan,Jr., Chief Judge of the Circuit Court for Anne Arundel County, the 1st day of September, A. D. 1947,
issued the 25th day of September, A. D. 1947.

John H. Hopkins, 3rd, Clerk.

Summoned Ernest J. Howard, Lunatic, this 1st day of October, 1947, by reading to him, and a copy subpoena left with him. Copy of Subpoena left with S. W. Weltmer, Superintendent of the Spring Grove State Hospital which institution said Lunatic is now confined.

Ret.Writ & endorsements. Sheriff's costs $4.80
Serving Writ Sheriff's cost 3.00
7.80

Joseph W. Alton, Sheriff.

Filed Oct. 6, 1947.

RETURN OF INQUISITION AND ORDER OF COURT THEREON.

This inquisition taken this 2nd day of October, 1947, in Anne Arundel County, State of Maryland, before Joseph W. Alton, Esquire, the Sheriff of said County, in virtue of the annexed Writ de Lunatico Inquirendo to him directed, issued out of the Circuit Court for Anne Arundel County, upon the oaths or affirmations of: Theodore T. Pantaleo, Harry Feldmeyer,Louis J. Braun, James Logan, Charles J. Jones, Frank Smith, Clifton Russell, Fritz Schoen, Dell Bowen, Gus Fox, L. L. McKenny,Frank Griffin, and Joseph W. Alton, Sheriff, good and lawful men of the bailiwick who, being sworn and charged upon their oaths and affirmations to inquire unto the sanity of Ernest J. Howard, WITNESSETH:

That the said jurors aforesaid do find that the said Ernest J. Howard, in the said writ named, is of unsound mind and a lunatic, without lucid intervals, so that he is not capable of the government of himself or the management of his estate, and that he hath been in such state of mind for more than a year past but how he became so, the jurors aforesaid cannot say,unless by the visitation of God.

And the jurors aforesaid do also find that the said Ernest J. Howard is seized and possessed of valuable real estate situate in this County at Jones Station valued at $3000.00/100 nor do they find that he hath, when in such unsound mind, aliened any part thereof, and that the nearest of kin to the said Ernest J. Howard are Nellie Howard, wife, James W. Howard, son, and Peggy Sue Howard, Daughter.

IN WITNESS WHEREOF, as well the Jurors aforesaid, as the said Joseph W. Alton, Esquire, Sheriff have hereunto subscribed their names and affixed their seals the day and year first herein mentioned.

Theodore T. Pantaleo (SEAL) Clifton J. Russell (SEAL)

Harry E. Feldmeyer	(SEAL)	Fritz Schoen	(SEAL)
Louis J. Braun	(SEAL)	J. Dell Bowen	(SEAL)
James J. Logan	(SEAL)	Gus Fox	(SEAL)
Charles C. Jones	(SEAL)	L. L. McKenney	(SEAL)
Frank O. Smith	(SEAL)	Frank P. Griffin	(SEAL)
J. W. Alton,	(SEAL)	Sheriff of Anne Arundel County.	

Filed 6 October, 1947

ORDER OF COURT

The return of the inquisition taken by the Sheriff in the above case having been submitted for confirmation, and said return and the other proceedings having been read and considered.

It is thereupon this 8 day of October, 1947, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED and ORDERED that the said inquisition be, and it is hereby confirmed.

AND it is further ordered that Nellie Howard, be, and she is hereby appointed Committee for the person and estate of the said Ernest J. Howard, with full power and authority to take charge of and manage the property, and to assume control of the person of the said Ernest J. Howard, under direction of this Court; but before she shall proceed to act as such Committee, she shall give bond to the State of Maryland in the principal sum of $3000.00, with sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of her duties as such Committee.

William J. McWilliams, Judge.

Filed 8 October, 1947

PETITION FOR SALE OF REAL ESTATE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Nellie Howard, Committee of the person and estate of Ernest J. Howard, Lunatic, respectfully shows:

1. That she was appointed Committee of the person and estate of Ernest J. Howard in the above entitled cause by Order of this Honorable Court, and qualified as such Committee by filing a bond in the penalty prescribed by the Court.

2. That the said Ernest J. Howard is now, and has been since December 13, 1945, a patient at the Spring Grove State Hospital in Baltimore County, State of Maryland.

3. That the said Ernest J. Howard and his wife, the said Nellie Howard own, as tenants by the entireties, the property located at Jones Station, Anne Arundel County, State of Maryland; as described in Deed filed in these proceedings and marked "Exhibit A".

4. That is is the opinion of your Petitioner that it would be to the mutual interest and advantage of the said Ernest J. Howard and the said Nellie Howard to sell this property, in view of the favorable real estate market which prevails today.

5. That subject to ratification by this Honorable Court your Petitioner has agreed to sell the above mentioned premises to Howard McPherson, at and for the price of Three Thousand Dollars ($3,000.00) in accordance with the terms of Contract of Sale entered into the 8th day of October, 1947, a copy of which is attached hereto marked "Exhibit B" and prayed to be taken a part hereof.

6. Your petitioner believes that the price obtained for said property is fair and reasonable and is as much as can be obtained for the same.

TO THE END THEREFORE, YOUR PETITIONER PRAYS:

(a) That this Honorable Court may be pleased to pass an Order authorizing and directing your Petitioner to sell the interest of the said Ernest J. Howard in and to the above mentioned

property, free and clear of all encumbrances, in accordance with the provisions of Section 127 A of the Annotated Code of Maryland (1930 Edition) as enacted by Chapter 438 of the Laws of 1945 and order such division of the proceeds of such sale between your Petitioner and the said Ernest J. Howard as this Honorable Court may find proper.

And as in duty bound, etc.

Henry J. Tarantino
Solicitor for Committee.

Nellie Howard
Committee for Ernest J. Howard

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

I HEREBY CERTIFY, that on this 8 day of October, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared NELLIE HOWARD PETITIONER, in the foregoing Petition and made oath in due form of law that the matters and facts set forth therein are true to the best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Henry J.Tarantino, Notary Public

CONTRACT OF SALE

Approved by the Anne Arundel County Real Estate Board, Inc.

"EXHIBIT B".

THIS AGREEMENT, Made this 8th day of October,1947, by and between Nellie Howard, Committee for Ernest J. Howard, Lunatic of the first part, hereinafter called Vendor, and Howard McPherson of the second part, hereinafter called Vendee.

WITNESSETH: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor-SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in the 3rd Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a point in the center of the road leading from Jones Station to Dividing Creek at the Southwest corner of the lot heretofore sold to John W. Thompson; and running thence North 39 degrees West 200 feet bounding on Thompson's land to a stake; thence South 51 degrees West 50 feet; thence South 39 degrees East 200 feet to the center of the said road; and thence bounding on the center thereof North 51 degrees 50 feet to the place of beginning.

At and for the price of $3,000.00 Dollars of which $25.00 Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows:

In cash; subject to date of approval by the Circuit Court for Anne Arundel County.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Vendor at the Vendee's expense, which shall convey the property by a good and merchantable title to the Vendee, free of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, insurance, rent, water rent, and all other assessments, public dues and charges shall be adjusted to the day of transfer, cost of United States documentary, and State recording stamps shall be borne equally between the Vendor and the Vendee.

TIME is of the essence of this Agreement, and if the terms hereof are not complied with, the deposit above referred to shall be forfeited.

The Vendor hereby agrees to pay to _____ the Broker's Commission in accordance with the Rules of the Anne Arundel County Real Estate Board, Inc., and that the entire deposit hereinabove

referred to shall be held by the Broker until settlement is made.

WITNESS the hands and seals of the parties hereto.

WITNESSES: NELLIE HOWARD (SEAL)

Henry J. Tarantino Nellie Howard, Committee for Ernest J. Howard.

Howard McPherson (SEAL)

Filed October 10, 1947

ORDER NISI.

The Petition, Affidavit, Contract of Sale, having been read and considered, it is thereupon this 10th day of October, 1947, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered and decreed that Nellie Howard, Committee of the person and estate of Ernest J. Howard, Lunatic, be and she is hereby authorized and directed to sell, free and clear of all encumbrances, the interest of the said Ernest J. Howard, in and to the property located on Dividing Creek Road, Jones Station, Anne Arundel County, Maryland, in accordance with the terms of a Contract entered into on October 8, 1947, with Howard McPherson, unless cause to the contrary hereof be shown on or before the 10 day of November, 1947.

Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 1" day of November, 1947.

William J. McWilliams, JUDGE.

Filed 10 October, 1947.

CERTIFICATE OF PUBLICATION

THIS IS TO CERTIFY That the annexed advertisement of ORDER NISI was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 1st day of November, 1947. that is to say, the same was inserted in the issues of Oct. 17, 24. 31.

THE SOUTHERN MARYLAND TIMES

A. J. Murray, Sr.,

Business Manager

Filed November 6, 1947

D E C R E E

This cause standing ready for hearing and being submitted the Bill of Complaint, Exhibits and all other proceedings were by the Court read and considered.

It Appearing that the sale of the premises known as the property of Ernest J. Howard and Nellie Howard, his wife, located on Dividing Creek Road, Jones Station, Anne Arundel County, State of Maryland; which property is the subject of this proceeding, at and for the price of Three Thousand Dollars ($3,000.00) is fair, reasonable and for the best interest of the Incompetent, Ernest J. Howard and the said Nellie Howard, his wife.

IT is thereupon, this 6" day of November, 1947, by the Circuit Court for Anne Arundel County, In Equity, ADJUDGED, ORDERED AND DECREED that the aforesaid real estate, be sold by Nellie Howard, Committee of the person and estate of the said Incompetent Ernest J. Howard, to Howard McPherson, in accordance with the terms of a Contract entered into on October 8, 1947, no cause to the contrary having been shown although due notice has been given as required by the Order Nisi passed in this proceeding.

Upon final ratification of said sale, by this Court, and upon payment of the whole purchase price, and not before, the said Committee, by a good and sufficient deed to be executed and

acknowledged agreeable to law, shall convey to the purchaser of said property, free and clear of all encumbrances, including claims of the parties hereto and of any persons claiming by,from or under them, or any of them.

AND the said Committee shall bring into this Court the money arising from such sale, to be disposed of under the direction of this Court, after deducting therefrom the costs of this proceeding and such commissions to the Committee as this Court shall deem proper.

William J. McWilliams, JUDGE.

Filed 6 November 1947.

B O N D.

AMERICAN SURETY COMPANY OF NEW YORK ORGANIZED 1884.

ADDITIONAL BOND.

KNOW ALL MENBY THESE PRESENTS. That we, Nellie Howard, of Anne Arundel County, in the State of Maryland, as Principal, and the American Surety Company of New York, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand Dollars ($3,000.00), to be paid to the said State of Maryland, or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns jointly and severally by these presents.

SEALED with our Seals and dated this 9th day of October, in the year of our Lord, One Thousand Nine Hundred and Forty Seven.

WHEREAS, the above bounden Nellie Howard was duly appointed Committee of the person and estate of Ernest J. Howard, in accordance with the laws of the State of Maryland relating to persons non composmentis, by a Decree of the Circuit Court for Anne Arundel County,as a Court of Equity passed on the 3rd day of March, 1947, "In the Matter of Ernest J. Howard, Lunatic", a proceeding in said Court pending.

NOW THE CONDITION of the aforegoing obligation is such that if the above bounden Nellie Howard, does and shall well and faithfully perform the trust reposed in her by said Decree in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:
Thomas G. Basil

(Corporate Seal)

Nellie Howard (Seal)
AMERICAN SURETY COMPANY OF NEW YORK
By George C. Howie, Jr.,
Resident Vice President

Attest:
A. P. Wiley
Resident Assistant Secretary

Countersigned at Annapolis, Md.,
By Thomas G. Basil, Agent.

Approved: John H. Hopkins, 3rd,
Clerk, 10/17/47

Filed Oct. 17, 1947

PETITION OF COMMITTEE AND ORDER.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Nellie Howard, Committee, for the person and estate of Ernest J. Howard, Lunatic, by her attorney Henry J. Tarantino, respectfully shows:

1. That in compliance with the Order of this Honorable Court dated November 7th,1947, the said Committee consummated the sale referred to in these proceedings by conveying the property involved to the purchaser and by receiving from said purchaser the sum of $1,901.16 being the net proceeds of said sale, and there is attached hereto and made a part hereof a settlement sheet setting forth expenses incurred in connection with effecting such sale.

2. That your Committee has deposited said proceeds in a special account subject to the further Order of this Honorable Court.

3. That your Committee prays this Honorable Court to refer the proceedings to an auditor for the purpose of stating an account and order such division of the proceeds of such sale between Nellie Howard, wife of the said lunatic and the Committee, as this Court may deed proper.

And as in duty bound, etc.

Henry J. Tarantino, Attorney for Committee.

GEORGE E. RULLMAN
Attorney at Law
Lee Building
Annapolis, Maryland.

December 4, 1947

STATEMENT OF ACCOUNTS

between

George E. Rullman, Attorney

and

Nellie Howard
Committee of Ernest J. Howard
and
NELLIE HOWARD, individually.
Henry J. Tarantino, Attorney.

- - - - - - - - - - -

Re: Property sold to Howard L. McPherson.

Selling price of property	$3,000.00	
Refund 1947 County taxes from date to 12/31/47 ($13.09)	1.00	
Glen Burnie Savings & Loan Assn., Balance due on mortgage loan		$1,081.49
Clerk of Court-recording release		2.00
One-half cost documentary stamps		3.85
T. T. Pantaleo, ½ cost of survey as agreed		12.50
Balance due, as per check to Henry J. Tarantino, Attorney		1,901.16
	$3,001.00	$3,001.00

Filed December 12, 1947.

ORDER OF COURT.

Upon the foregoing Report of Sale and Petition, it is this 12" day of December, 1947, ORDERED, ADJUDGED AND DECREED BY the Circuit Court for Anne Arundel County, in Equity, that the sale reported therein be and the same is hereby finally ratified and confirmed; and it is further ORDERED that the proceedings be referred to the Court's Auditor for the purpose of stating an account; and it is further ORDERED that the said Committee pay unto herself as wife of said Ernest J. Howard, Lunatic, the sum of $950.58, representing the said Nellie Howard's share of the net proceeds of the sale herein; and it is further ORDERED that the said Committee, after payment of all expenses incident to effecting said sale including costs of these proceedings, shall deposit the balance of the monies arising from said sale in a savings account in an approved banking establishment in the City of Annapolis to be disbursed hereafter in accordance with further Orders of this Honorable Court.

William J. McWilliams, Judge.

Filed 12 December, 1947.

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 proceedings in the above entitled cause, and from them _he has stated the within account,December 17, 1947.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of Ernest J. Howard, a Lunatic		in ac.	
Committee's Commissions Waived.			
To Committee for Court costs, viz:			
Clerk of Court- additional Court costs		13.00	
Joseph W. Alton - Sheriff's costs		7.80	
Auditor - stating this account		9.00	29.80
To Committee for Expenses, viz:			
Joseph W. Alton,Sheriff -costs in connection with inquisition		59.40	
Dr.Silas W. Weltmer- professional services (Expert testimony)		25.00	
Dr. Isadore Tuerk - " " "		25.00	
American Surety Company -bond premium		20.00	
Southern Maryland Times-Order Nisi (Sale)		5.00	
Southern Maryland Times-Order Nisi (Acct.)		5.00	
T. T. Pantaleo-one-half cost of survey and plat		12.50	
One half Federal revenue stamps		1.65	
One-half State revenue stamps		1.65	
Clerk of Court-certified copy of deed		1.50	156.70
To Committee for Liens, viz:			
Glen Burnie Savings & Loan Ass'n-in full for mortgage debt		1,081.49	
Clerk of Court- recording release		2.00	1,083.49
BALANCE FOR DISTRIBUTION - $1,731.01			
Distributed in accordance with Court's Order of 12/12/47 as follows:			
To Nellie Howard,wife of Ernest J. Howard		950.58	
To Nellie Howard,Committee of Ernest J. Howard- this balance subject to further order of Court		780.43	1,731.01
			3,001.00

with Nellie Howard, Committee Cr.

1947			
Oct.8	Proceeds of Sale (contract dated 10/8/47)	3,000.00	
	Refund of 1947 State and County taxes (adjusted)	1.00	3,001.00
			3,001.00

ORDER NISI

ORDERED, This 19th day of December,1947,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 19 December, 1947.

CERTIFICATE OF PUBLICATION.

THIS IS TO CERTIFY, That the annexed advertisement of Order Nisi was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 20th day of January next, that is to say, the same was inserted in the issues of Dec. 26,1947, Jan.2, 9, 1948.

THE SOUTHERN MARYLAND TIMES

A. J. Murray, Sr.Business Manager.

FILED 21 January, 1948.

IN THE MATTER OF THE PETITION OF	:	
DOROTHEA E. WALKER,MOTHER,	:	NO. 9203 EQUITY
ON BEHALF OF	:	IN THE CIRCUIT COURT
JOAN MEREDITH MUEHLHAUSEN, an	:	FOR
infant, FOR CHANGE OF NAME.	:	ANNE ARUNDEL COUNTY.

: : : : : : : : : : :

PETITION AND ORDER OF COURT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of Dorothea E. Walker,on behalf of Joan Meredith Muehlhausen, her infant daughter, respectfully represents unto Your Honors:

FIRST: That she has been a resident of Glen Isle, Anne Arundel County, Maryland, since the month of March, 1944, and that by a decree of the District Court, Third Judicial District of Nebraska, in and for the county of Lancaster, dated the 4th day of April, 1930, she was granted an absolute divorce from her husband, William E. Muehlhausen; and by said decree, she was awarded the permanent custody of Joan Meredith Muehlhausen, their infant child.

SECOND: That said infant daughter is now seventeen years of age and has resided with your petitioner ever since her birth. She is now enrolled at the Annapolis High School and will be graduated therefrom in the month of June, 1947.

THIRD: That by reason of the conduct of the father of said infant child to your petitioner, for which said divorce from him was granted to her as aforesaid, she is unwilling that said daughter should bear his name.

FOURTH: That since the date of said decree of divorce on the 4th day of April, 1930,your petitioner was married to Roy L. Walker on May 2, 1931, at Glenwood, Iowa; and she is desirous of changing the name of her said infant daughter to that of her present husband.

YOUR PETITIONER, therefore, prays Your Honors that the name of Joan Meredith Muehlhausen may be changed to that of Joan Meredith Walker.

AND AS IN DUTY BOUND, ETC.

Dorothea E. Walker, Petitioner — Albert J. Goodman, Solicitor for Petitioner

I, JOAN MEREDITH MUEHLHAUSEN, infant, do hereby join in the above petition and assent to the change of my name from JOAN MEREDITH MUEHLHAUSEN to JOAN MEREDITH WALKER.

JOAN MEREDITH MUEHLHAUSEN.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 18th day of February, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared DOROTHEA E. WALKER and made oath in due form of law that the matters and facts alleged in the foregoing petition are true to the best of her knowledge and belief; and at the same time, also personally appeared JOAN MEREDITH MUEHLHAUSEN, who made oath in due form of law that she joins in the above petition and assents to the change of her name to JOAN MEREDITH WALKER.

AS WITNESS my hand and Notarial seal.

(Notarial Seal) Grace R. Hartge, Notary Public.

Filed February 18, 1947.

D E C R E E

UPON consideration of the aforegoing petition, affidavit and assent, it is this 27" day of February, 1947, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that the name of JOAN MEREDITH MUEHLHAUSEN of Anne Arundel County and State of Maryland, be and it is hereby changed from JOAN MEREDITH MUEHLHAUSEN to JOAN MEREDITH WALKER as is prayed in said petition, and that the said petitioner pay the costs of these proceedings, to be taxed by the Clerk.

William J. McWilliams, Judge.

Filed 27 February, 1947.

SARAH LOUISE LINTHICUM, Assignee	:	NO. 9227 IN EQUITY
VS	:	IN THE CIRCUIT COURT
JOEL E. MALER and THELMA M. MALER,	:	FOR
his wife.	:	ANNE ARUNDEL COUNTY

: : : : : : : : :

Mr. Clerk:

Please docket suit in the above entitled cause, file the mortgage and assignment as Plaintiff's Exhibit No. 1.

Seth H. Linthicum,

Solicitor for the Assignee.

FILED April 19, 1947.

PLAINTIFF'S EXHIBIT NO. 1.

THIS MORTGAGE, Made this 30th day of August, in the year one thousand, nine hundred and forty - six, between JOEL E. MALER AND THELMA M. MALER, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors and THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC., a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of FORTY FOUR HUNDRED TWENTY ($4420.00) Dollars, being part of the purchase money for the property hereinafter described on their thirty-four shares of its stock, the execution of this Mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner following:

By the payment of FORTY SIX DOLLARS and SEVENTY FIVE CENTS ($46.75) on or before the first day of each and every month from the date hereof, until the whole of said principal sum and in-

terest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, also premiums on life insurance policies assigned to the association and held by it or its successors and assigns, and (3) towards the payment of the aforesaid principal sum.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagors do grant, and convey and assign unto the said Mortgagee, its successors and assigns, all those lots of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lots numbered 39-40-41-42 in Block Z on the Plat of Marley Park Beach recorded in Plat Book W.N.W. No. 2 folio 11 one of the Plat Records for Anne Arundel County. Known as Lots 39-40-41-42 Block Z, Marley Neck Road.

BEING the four lots of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Baltimore City immediately prior hereto was granted and conveyed by LAND HOMES CORPORATION, to JOEL E. MALER andTHELMA M. MALER, his wife, the within mortgagors.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, forever in fee simple.

Provided. however, if the said Mortgagors,their heirs, personal representatives or assigns,shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

AND the said Mortgagors, for themselves their heirs, personal representatives and assigns,covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest ,as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns,, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amountsto paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent,(6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association,or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized

to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent, (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors their heirs , personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for WILLIAM C. ROGERS, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs,personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $100.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee,its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.AND the said Mortgagors, for their heirs, personal

representatives, and assigns, or to whomsoever may be entitled to the same.

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

THE said Mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

WITNESS: Joel E. Maler (Seal)

Gertrude Lang Lyons Thelma M. Maler (Seal)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 30th day of August, 1946, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared JOEL E. MALER and THELMA M. MALER, his wife, the Mortgagors named in the aforegoing mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared GEORGE H. JARBOE, President of the within named corporation, mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Gertrude Lang Lyons, Notary Public.

My Commission expires May 5, 1947

Recorded 11 Sept. 1946, 3 P.M., Liber J.H.H. #376, Folio 295.

FOR VALUE RECEIVED, and without recourse, we hereby assign all right, title and interest in the within Mortgage to Sarah Louise Linthicum.

AS WITNESS the hand of GEORGE H. JARBOE, President, and seal of said Corporation, duly attached, this 16th day of April, 1947.

(CORPORATE SEAL) THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC.,

Attest: By George H. Jarboe, PRESIDENT

Charles F. Kreuder, Assistant Secretary.

Filed J.H.J. No. 376, Folio 295, etc.
Filed April 19, 1947.

MORTGAGEE'S OR ATTORNEY'S BOND.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

KNOW ALL MEN BY THESE PRESENTS:

That we, Sarah Louise Linthicum, Linthicum Heights, Maryland, as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just

sum of Forty five Hundred and 00/100 ($4,500.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 18th day of April in the year of our Lond Nineteen hundred and forty-seven.

WHEREAS, the above bounden Sarah Louise Linthicum by virtue of the power contained in a mortgage from Joel E. Maler and Thelma M. Maler, his wife, to Augusta Building and Loan Association, Inc., bearing date the 30th day of April, 1946, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 376 Folio 295 and which said mortgage was assigned to Sarah Louise Linthicum by Augusta Building and Loan Association 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 Sarah Louise Linthicum do and shall well and truly and faithfully perform the trust reposed in her 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 Sarah Louise Linthicum has heretoset her 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

SETH H. LINTHICUM

As to Surety:

By Betty L. Carson.

Sarah Louise Linthicum (SEAL)

(Corporate Seal)

Fidelity and Deposit Company of Maryland.
By E. V. Shockley, Attorney in Fact.

STATE OF MARYLAND, Baltimore City, Sct:

KNOW ALL MEN BY THESE PRESENTS, That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of MARYLAND, does hereby constitute and appoint E. V. Shockley Attorney-on-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland, and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, duly affixed by its Vice-President and attested by its Assistant Secretary, this 23rd day of August, 1945.

(Corporate Seal) T. N. Ferciot, Jr.,
Assistant Secretary

Fidelity and Deposit Company of Maryland
By: J. G. Yost, Vice President.

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, April 18, 1947.

(CORPORATE SEAL)

Fidelity and Deposit Company of Maryland
Emil F. Krueger, Assistant Secretary.

Bond Approved this 24" day of Apl. 1947.

John H. Hopkins, 3rd, Clerk.

Filed Apl. 24" 1947.

STATEMENT OF MORTGAGE CLAIM.

To balance due on Mortgage from Joel E. Maler and Thelma M. Maler, his wife, to Augusta Building and Loan Association and which mortgage was assigned to Sarah Louise Linthicum - $4526.96

Interest from April 1,1947 to day of sale, May 14, 1947- 33.14

$ 4560.10

Respectfully submitted,

Sarah Louise Linthicum, Assignee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, That on this 23" day of April, in the year nineteen hundred and forty-seven ,before me, a Notary Public of the State of Maryland, in and for said Anne Arundel County,personally appeared Sarah Louise Linthicum, Assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

(Notarial Seal) SETH H. LINTHICUM, Notary Public

Filed April 24, 1947.

REPORT OF SALE AND ORDER NISI ON REPORT OF SALE.

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of Sarah Louise Linthicum, Assignee, of the mortgage from Joel E. Maler and Thelma M. Maler, his wife, to the Augusta Building and Loan Association, which said mortgage was recorded among the Land Records of Anne Arundel County, in Liber J.H.H. 376, folio 295, and which was duly assigned to Sarah Louise Linthicum on the 16th day of April, 1947, and was immediately recorded prior hereto, acting under the powers granted in said mortgage and in conformity to the proceedings in said cause mentioned, she respectfully shows, that after giving bond with security for the faithful discharge of her duty as Assignee, as prescribed by said mortgage, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, and also by several advertisements in the Baltimore Sun, a daily newspaper published in Baltimore City, the said Assignee did pursuant to said notice on Saturday, the 17th day of May, 1947, at 10 o'clock, A. M.,attend on the premises and then and there sold to the Land Homes Corporation, the property situate on Marley Neck Road, Marley Park and fully and particularly described in the above mentioned mortgage; at and for the sum of Twenty-five hundred Dollars ($2500.00).

Respectfully submitted,

Sarah Louise Linthicum, Assignee.

State of Maryland, Baltimore City, Sct:

I Hereby Certify, that on this 29th day of May, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Sarah Louise Linthicum, Assignee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal) Alex W. Spedden, Jr., Notary Public.

ORDER NISI

ORDERED, this 2nd day of June, 1947, That the sale of the property mentioned in these proceedings made and reported by Sarah Louise Linthicum, Assignee, BE RATIFIED AND CONFIRMED,unless

cause to the contrary thereof be shown on or before the 5" day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5" day of July next.

The report states that the amount of sales to be $2500.00.

John H. Hopkins, 3rd, Clerk.

Filed June 2, 1947

CERTIFICATE OF PUBLICATION.

Annapolis, Md. July 10th, 1947

We hereby certify, that the annexed Order Nisi Sarah Louise Linthicum was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of July, 1947. The first insertion being made the 5th day of June, 1947.

THE CAPITAL-GAZETTE PRESS, INC.

By Mae Carlson

No. MG. 2359

Filed July 10, 1947

FINAL ORDER.

ORDERED BY THE COURT, This 10 day of July, 1947, that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirned 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.

William J. McWilliams, A. J.

Filed — — —

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, July 23, 1947.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

DR. SARAH LOUISE LINTHICUM, Assignee, vs Joel E. Maler and Wife in ac.

To Assignee for fee	100.00	
To Assignee for commissions	107.50	207.50
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor - stating this account	9.00	37.75
To Assignee for Expenses, viz:		
Capital-Gazette Press -advertising sale	21.75	
Capital-Gazette Press - Order Nisi (Sale)	5.00	
Capital-Gazette Press-Order Nisi (Acct.)	5.00	
Fidelity & Deposit Co.- bond premium	18.00	
T.C.W. Hobbs,,Inc.-auctioneer8s fee	15.00	
Clerk of Court- recording assignment	.75	
One-half Federal revenue stamps	1.38	
One-half State revenue stamps	1.37	
Notary fees	.50	68.75

To Assignee for Taxes, viz:

1947 State and County taxes ($10.73-adjustedto 5/17/47) 4.02

To Sarah Louise Linthicum, Assignee of Mortgage - this

balance on account of mortgage claim filed 2,181.98

2,500.00

Amount of mortgage claim	4,560.10	
Cr. Amount allowed as above	2,181.98	
Balance subject to decree in personam,	2,378.12	

with	Sarah Louise Linthicum, Assignee	Cr.
1947		
May 17	Proceeds of Sale	2,500.00
		2,500.00

ORDER NISI

ORDERED, This 25" day of July, 1947, 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 26" day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26" day of August next.

John H. Hopkins, 3rd, Clerk.

FILED July 25", 1947

Note complete

AFFIDAVIT OF MILITARY STATUS

MILITARY AFFIDAVIT under SOLDIERS' and SAILORS' CIVIL RELIEF ACT of 1940 and AMENDMENT thereto of OCTOBER 6, 1942.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared SARAH LOUISE LINTHICUM, Assignee, and made oath in due form of law that (she) knows the defendants herein, and that to the best of (her) information, knowledge and belief

(1.)said defendants are not in the military service of the United States, nor were they at the time of institution of the suit.

(2) said defendants are not in the military service of any nation allied with the United States nor were they at the time of institution of the suit.

(3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended, nor were they at the time of institution of the suit.

(4) said defendants are not members of the Enlisted Reserve Corps who has been ordered to report for military service, nor were they at the time of institution of the suit.

Sarah Louise Linthicum, Affiant.

Subscribed and sworn to before me this 27th day of January, 1948.

(Notarial Seal) Seth H. Linthicum, Notary Public.

Filed January 28, 1948

EX PARTE	:	IN THE CIRCUIT COURT
IN THE MATTER OF	:	FOR
THE CHANGE OF NAME OF NANCY NEWMAN HOLMES	:	ANNE ARUNDEL COUNTY
	:	No. 9231 EQUITY.

:: : : : : : : : :

TO: THE HONORABLE, the JUDGES OF SAID COURT:

The Petition of Nancy Newman Holmes respectfully represents unto your Honors that:

1. She is a resident of Annapolis, Anne Arundel County, Maryland, residing at 40 Upshur Road in the United States Naval Academy.

2. She is thirty-three (33) years of age, and is married to Ephraim Paul Holmes.

3. During the past twelve (12) years she has been using the name of Nancy Sellers Holmes, she being informed that her maiden name was Sellers, and she has only recently learned that said maiden name was Newman.

4. The name Sellers appears on her marriage license and certificate, on War savings bonds owned jointly with her husband, on her childrens' birth certificates, in her husband's will and power of attorney, and on numerous life insurance policies, licenses and other papers which require specific identification.

5. She has been known as Nancy Sellers Holmes since her marriage among her friends and acquaintances, and has always signed her name in that manner, and it would be a great hardship to correct her name in the numerous instances where it would be necessary.

Your Petitioner, therefore, prays that her name may be changed to Nancy Sellers Holmes.

And, as in duty bound, etc.

Carroll H. Albaugh, Nancy Newman Holmes, Petitioner.

Solicitor for the Petitioner.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, SS:

I HEREBY CERTIFY that, on this 2nd day of May, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared NANCY NEWMAN HOLMES, the Petitioner herein, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal) HELEN E. TYLER, Notary Public.

Filed May 3, 1947

D E C R E E

UPON the foregoing petition and affidavit, it is this 5 day of May, 1947, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the name of Nancy Newman Holmes, of 40 Upshur Road, United States Naval Academy, Annapolis, Anne Arundel County, Maryland, be, and it is hereby changed from Nancy Newman Holmes to Nancy Sellers Holmes, as is prayed in said petition, and that the said petitioner pay the costs of these proceedings.

William J. McWilliams,

Judge.

Filed May 5, 1947

IN THE MATTER OF THE	:	No. 9232 EQUITY
PETITION OF	:	IN THE CIRCUIT COURT
WILLIS R. WHITE	:	FOR
FOR A CHANGE OF NAME.	:	ANNE ARUNDEL COUNTY, MARYLAND.

: : : : : : : :

TO THE HONORABLE , THE JUDGES OF SAID COURT:

The petition of Willis R. White, respectfully shows:-

1. That he lived from infancy with his maternal grandfather whose name was White, and the petitioner threrfore used the name of White until the present time.

2. That the petitioner has now found his father, whose name is Amos C. Milling, and the petitioner desires to discontinue using the name of White and to have his name made in law Willis Reid Milling.

3. That the petitioner is more than twenty-one years of age, and is enlisted in the United States Navy. He has never been married, and there is no property of his recorded under the name of Willis R. White. No persons are affected in any way by the proposed change of name other than himself. He now resides in Annapolis, Maryland.

TO THE END, THEREFORE: (1) That the name of the petitioner be changed in law from that of Willis Reid White to that of Willis Reid Milling.

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

AND AS IN DUTY BOUND, ETC.

Willis R. White,

Petitioner.

Emanuel Klawans

Solicitor for the petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 5th day of May, 1947, before the subscriber, a notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Willis R. White, and he did make oath in due form of law that the matters and facts set forth in the aforegoing petition are true and bona fide as therein stated, to the best of his information, knowledge and belief.

As witness my hand and notarial seal.

(Notarial Seal) Emanuel Klawans, Notary Public.

Filed May 5, 1947.

ORDER OF COURT

Upon the aforegoing petition and affidavit, it is this 6th day of May, 1947, by the Circuit Court for Anne Arundel County, Maryland, sitting in Equity, Adjudged, Ordered and Decreed, ex parte, that the name of Willis Reid White be and the same is hereby changed in law to that of Willis Reid Milling. And it is further ordered that the petitioner pay the costs of this proceeding.

William J. McWilliams, Judge.

Filed May - 7 , 1947.

JOHN W. CALVERT	:	No. 9228 EQUITY
VS	:	
Rosalie E. S. Calvert, widow,	:	In the
Rosalie E. S. Calvert Ray,	:	
David R. Ray, husband,	:	Circuit Court
Edna Louise Newson,	:	
Luther E. Newson, husband	:	for
John W. Calvert, Rosalie E.S.	:	
Calvert Ray & Edna Louise Newson, Executors	:	Anne Arundel County.
and Trustees of the Estate of	:	
George Calvert, deceased,	:	
John W. Calvert, Administrator, C.T.A.	:	

; ; ; ; ; ; ; ; ; ;

BILL OF COMPLAINT.

To the Honorable, the Judges of said Court:

FIRST: That by Deed dated the 29th day of October in the year 1940 Hugh S. Legare, Widower, conveyed unto the plaintiff, John W. Calvert and Margaret Grey Kimball, as joint tenants Lots numbered Three (3), Four (4), Five (5) and Six (6) of the subdivision known as "Wild Rose Shores" a development on South River in Anne Arundel County, Maryland, which Deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 228 folio 188. A certified copy of said Deed being herewith filed and marked Exhibit "A".

SECOND: That thereafter by Deed dated the 16th day of March in the year 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 354 folio 437, John W. Calvert conveyed his interest in said joint tenancy unto his brother, George Calvert, with the intent to break the joint tenancy created by the Deed from Hugh H. Legare so that in the event of his death, his interest in the property would descend to his heirs and not to the co-owner. That the said George Calvert knew the purpose of said Deed, and agreed to execute a Deed reconveying said property to the said John W. Calvert, but before executing said Deed said George Calvert was suddenly stricken and died.

THIRD: That thereafter by Deed dated the 10th day of October in the year 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 384 folio 274 John W. Calvert purchased from Margaret Grey Kendall and John D. Kendall, her husband, all of her interest in Lots three (3), four (4), Five (15) and six (6) of the subdivision known as "Wild Rose Shores" in Anne Arundel County in the State of Maryland, A certified copy of said Deed being herewith filed and marked Exhibit "B".

FOURTH: That George Calvert departed this life on the 9th day of May in the year 1946 testate, and by his Last Will and Testament duly admitted to probate in the County of Tarrant in the State of Texas, a copy of which is filed in the Orphans' Court for Anne Arundel County.A copy of said copy being herewith filed and marked Exhibit "C" devised his property unto John W. Calvert, Edna Louise Newson and Rosalie E. S. Calvert Ray and to the three legatees named as Trustees as to one share of his estate.

FIFTH: That as the record now stands George Calvert's estate is the record holder of a one half interest in the "Wild Rose Shores" property, he, the said George Calvert having died before executing a Deed to your complainant, John W. Calvert, who was his brother, in order to create a tenancy in common with the said Margaret Grey Kendall, as was agreed and understood between them.

SIXTH: That all of the parties to this proceeding are non-residents of the State of Maryland, except John W. Calvert.

To the end therefore,

(1) That a Trustee be appointed by the Court to execute a Deed conveying unto John W.Calvert that identical property conveyed by John W. Calvert to George Calvert by deed dated the 16th day of March in the year 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 354 folio 437 and particularly described therein.

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

May it please your Honors to grant unto your Complainant an Order of Publication giving notice to Rosalie E. S. Calvert, widow, Rosalie E. S. Calvert Ray and David R. Ray, her husband, Edna Louise Newson and Luther E. Newson, her husband, and Rosalie E. S. Calvert Ray and Edna Louise Newson, Executors and Trustees of the Estate of George Calvert, deceased, who are non-residents of this State and warning them to be and appear in this Court in person or by solicitor on or before a certain day to be named therein to show cause, if any they have, why a decree should not be passed as prayed and also the writ of subpoena against John W. Calvert, Executor and Trustee of the Estate of George Calvert, deceased, and John W. Calvert, Administrator, C. T. A., who lives at Wild Rose Shores in Anne Arundel County, commanding him to be and appear in this Court on some certain day to be named therein to answer said Bill of Complaint and to abide by and perform such decree or decrees as may be passed therein.

Respectfully submitted,

Eugene P. Childs,

Solicitor for Plaintiff.

Filed April 22, 1947.

DECREE PRO CONFESSO

The Defendants, having been duly notified by Order of Publication to appear to the Bill of Complaint and having failed to appear thereto according to the command of said order.

It is thereupon this 10 day of July, in the year 1947, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken pro confesso against the said defendants.

And it is further ordered that leave is hereby granted to the Plaintiff to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said Bill.

William J. McWilliams, A. J.

(3)

Filed July 10, 1947

Order of Publication.

The object of this suit is to have a Trustee appointed to convey unto John W. Calvert certain property situated at "Wild Rose Shores" and known as Lots numbered Three (3), Four (4), Five (5) and Six (6).

The Bill states that Hugh S. Lagare, Widower conveyed unto John W. Calvert and Margaret Grey Kendall, as joint tenants the above mentioned lots by Deed recorded in J.H.H. No. 354, folio 437, and that John W. Calvert in order to break the joint tenancy and create a tenancy in common conveyed his interest in said lots to his brother George Calvert, with the understanding that George Calvert would re-convey said property to the said John W. Calvert, thus breaking said joint tenanct and creating a tenancy in common. That George Calvert departed this life before executing said deed. That all of said parties to this suit are legatees under the Will of George Calvert and are non-residents of this State except John W. Calvert.

The Bill prays that a Trustee be appointed to convey said property to John W. Calvert.

It is thereupon this 22nd day of April in the year 1947, ordered by the Circuit Court for Anne Arundel County in Equity, that the Plaintiff by causing a copy of this Order to be inserted in some newspaper printed and published in Anne Arundel County once in each of four successive weeks before the 31st day of May, 1947, give notice to the absent defendants of the object and substance of this Bill, warning them to appear in this Court in person or by solicitor on or before the 16th day of June next to show cause, if any they have, why a degree ought not to be passed as prayed.

True Copy. Test. John H. Hopkins, 3rd, Clerk m-15.

CERTIFICATE OF PUBLICATION

(2)

Annapolis, Md. June 9th, 1947.

We hereby certify, that the annexed Order of Publication -John W. Calvert was publisned in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of June, 1947. The first insertion being made the 28th day of April, 1947.

THE CAPITAL-GAZETTE PRESS, INC.

By Mae Carlson

Filed July 10, 1947.

PETITION OF JOHN W. CALVERT.

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Petition of John W. Calvert, respectfully states.

1. That on April 22, 1947 he filed his Bill of Complaint in this Court against the Defendants

named therein, all of whom are non-residents and all of whom have been summoned by Order of Publication but have failed to appear and answer.

2nd. That a Decree Pro Confesso has this day been taken against the Defendants and an Order to take testimony has been obtained.

3rd: That John W. Calvert is a resident of Wild Rose Shores, a development situated in the Second Election District of Anne Arundel County on South River.

4th: That on or about July 1st last past the said John W. Calvert became critically ill and was immediately removed to the Emergency Hospital in the City of Washington in the District of Columbia.

5th: That the condition of the said John W. Calvert is such that he cannot be removed from the Hospital and he desires to have his testimony taken in order to protect his estate against any eventuality.

Respectfully submitted.

Eugene P. Childs

Eugene P. Childs, Sol. for Plaintiff.

ORDER OF COURT.

Ordered on the aforegoing Petition this 10th day of July in the year 1947, by the Circuit Court for Anne Arundel County, sitting in Equity that the said John W. Calvert be, and he is hereby authorized to give his testimony in the above case before Miss Zoe M. Shea, 1917 15th Street, N.W. Washington, D. C., a Notary Public of the City of Washington in and for the District of Columbia, and said Notary Public is hereby authorized to take the oath of the said John W. Calvert, and to take his testimony and return the same under seal to the Clerk of the Circuit Court for Anne Arundel County.

William J. McWilliams, ... A. J.

True Copy, Test: John H. Hopkins, 3rd, Clerk.

TESTIMONY.

Testimony of John W. Calvert, taken before Zoe M. Shea at the Emergency Hospital, Washington, D.C., by order of the Circuit Court for Anne Arundel County dated July 10, 1947.

Q. State your name and residence?

A. John W. Calvert, my home is at Wild Rose Shores in Anne Arundel Co.

Q. Do you own property at Wild Rose Shores?

A. I do.

Q. From whom did you obtain this property?

A. In 1940 Hugh S. Lagare, widower, conveyed unto Margaret Gray Kendall and myself as joint tenants, lots nos 3-4-5-6 of Wild Rose Shores. Realizing that if any thing should happen to me thisproperty would go to Mrs. Kendall, I talked with my brother George Calvert about the matter and told him that in order to create a tenancy in common I wished to convey the property to him, and he would reconvey the property to me. My brother George consented to this. I therefore in 1946 conveyed my interest in this property to George who was then living in Texas.

Q. Did your Brother convey the property back to you?

A. No, at the time I conveyed the property to George in March, 1946, he intended to visit Maryland that spring. He did come but when he arrived I realized he was ill, but had no idea the end was so near. He died before he had the opportunity to execute the deed.

Q. Did your brother die testate or intestate?

A. Testate.

Q. Was a copy of his Will filed in Anne Arundel County?

A. Yes.

Q. Who were the executors named in said will?

A. Mrs. Edna Louise Newsom, Mrs. Rosalie E. S. Calvert Ray and myself.

Q. Did the other executors know about this deed?

A. They did not know about the deed prior to the death of George, but they do know of it now. I told them about it, and also requested my attorney to mail them a copy of the bill of complaint.

Q. Do you own other property at Wild Rose Shores?

A. Yes, in October 1946, I purchased the interest of Mrs. Margaret Gray Kendall in lots nos. 3-4-5 and 6 conveyed to Mrs. Kendall and myself by Hugh S. Lagare.

Q. Did your brother George Calvert have any interest in this property other than as you have stated?

A. He had no interest therein, other than to convey the property back to me.

Q. Did you borrow money from your brother to pay for this property?

A. I did not, the property was a gift from Hugh S. Lagare to Mrs. Kendall and myself originally, and I purchased the interest of Mrs. Kendall after the death of my brother George.

Q. You now own the entire interest in lots 3-4-5-6 of Wild Rose Shores?

A. I do.

Q. Your brother George's interest was simply a trust, to convey the property back to you.

A. That is correct.

GENERAL QUESTION

Q. Do you know or can you state any other matter or thing which may be of benefit or advantage to the parties to this cause or either of them, or that may be material to the subject of this examination or the matters in question between the parties? If yea, state the same fully and at large in your answer.

A. I think I have stated all of the pertinent circumstances concerning this case and assume my attorney has filed all of the deed which will substantiate to a great extent my testimony.

Signed by John W. Calvert by his mark in the presence of Louis M. Denit his attorney.

John W. his X mark Calvert

Louis M. Denit

I Zoe M. Shea, Notary Public, of the City_Washington and for the District of Columbia by whom the above testimony was taken do hereby certify that John W. Calvert, by reason of the loss of use of his hand could not sign his name, and therefore signed same in my presence, by mark witnessed by his attorney, Louis M. Denit.

(Notarial Seal) Zoe M. Shea, Notary Public, D.C.

Having complied with the order of the Circuit Court for Anne Arundel Co., dated July 10, 1947, I do herewith return to said Court under my hand and official seal the testimony of John W. Calvert taken before me at the Emergency Hospital in the City of Washington, District of Columbia on the 14th day of July in the year 1947.

Witness my hand and official seal this 14th day of July, 1947.

(Notarial Seal) Zoe M. Shea, Notary Public, D.C.

Filed July 16, 1947

PETITION TO FILE ANSWER NUNC PRO TUNC AND ORDER OF COURT THEREON.

To the Honorable the Judges of said Court:

The Petition of John W. Calvert respectfully states.

1st That he was informed by Eugene P. Childs, Attorney, that he had not filed his answer as executor and trustee and as administrator C.T.A. of the estate of George Calvert.

2nd That owing to his recent illness and the confusion caused thereby he had neglected to file said answer.

Your petitioner therefore prays the Court to permit him to file his answer nunc pro tunc.

Respectfully submitted

Louis M. Denit, per E.P.C.

Attorney for John Calvert

Filed Aug. 6, 1947.

Ordered by the Circuit Court for Anne Arundel County this 7" day of August in the year 1947 that John W. Calvert be and he is hereby authorized to file his answer nunc pro tunc as in said petition prayed.

William J. McWilliams, A.J.

Filed August 7, 1947

ANSWER OF JOHN W. CALVERT, EXECUTOR AND ADMINISTRATOR c.t.a. of the Estate of George Calvert.

The Answer of John W. Calvert, Executor and Trustee and John W. Calvert, Administrator, C.T.A. of the Estate of George Calvert, respectfully states.

1st: That he admits all of the allegations contained in said Bill of Complaint to be true as therein stated.

Having fully answered said Bill of Complaint he prays to be dismissed with proper costs.

Respectfully submitted

John W. Calvert

John W. Calvert, Executor and Administrator,

C.T.A. of the Estate of George Calvert.

by Louis M. Denit, Attorney.

Filed August 6, 1947.

Petition of Trustees and Executors

To the Honorable, the Judges of said Court:

The Petition of Nell F. Clement and Louis M. Denit, Trustees and Executors under the Will of John W. Calvert, respectfully states.

1st. That since the filing of this suit the said John W. Calvert has departed this life testate, and by his Last Will and Testament he named your Petitioners Nell F. Clement and Louis M. Denit, Executors and Trustees of his estate.

2nd. That Letters Testamentary on the Estate of the said John W. Calvert were granted unto your petitioners as Executors named in said Will by the District Court of the United States for the District of Columbia, holding a Probate Court on the 21st day of October, 1947, a copy of the Last Will and Testament of John W. Calvery, Order of Probate, Copy of Letters Testamentary, and Certificate of Register of Wills for the Probate Court for the District of Columbia is herewith filed and marked Exhibit No. 1.

3rd. That Letters of Administration, C.T.A., also have been issued by the Orphans' Court for Anne Arundel County to Nell F. Clement and Louis M. Denit, a certified copy of said Letters are herewith filed and marked Exhibit No. 2.

4th. That your Petitioners are informed that in order to carry out the terms of the Will of John W. Calvert, they should be made parties Plaintiff in this suit.

Your petitioners therefore pray the Court to make them parties Plaintiff in the above entitled

case in order that the case may be finally closed and a Decree passed therein.

Respectfully submitted.

Eugene P. Childs,

Solicitor for Petitioners,

Filed January 23, 1948.

ORDER OF COURT.

Ordered on the aforegoing Petition, this 26th day of January in the year 1948 by the Circuit Court for Anne Arundel County that Nell F. Clement and Louis M. Denit, Executors and Trustees under the Will of John W. Calvert be and they are hereby made parties Plaintiff in the above case.

William J. McWilliams, A. J.

Filed 26 January, 1948.

D E C R E E

This cause having been submitted for Decree, the parties defendants having been summoned by Order of Publication, but having failed to appear and answer, the proceedings were read and considered, and it appearing that the property mentioned in said proceedings does actually belong to the Estate of John W. Calvert, who departed this life since the proceedings were begun, and

It further appearing that said property now passes under the Will of the said John W. Calvert subject to the trusts therein contained and provided for.

It is thereupon this 26" day of January in the year 1948 by the Circuit Court for Anne Arundel County, adjudged, ordered and decreed that the property herein mentioned being the interest formerly held by John W. Calvert as joint tenant with Margaret Gray Kendall in Lots Nos. 3,4,5 and 6 in the subdivision known and called by the name of "Wild Rose Shores" and being the same property conveyed by John W. Calvert unto George Calvert by Deed dated March 16, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 354 folio 437, be and the same is hereby directed to be conveyed unto Nell F. Clement and Louis M. Denit, Trustees, under the Will of John W. Calvert, to hold the same upon the exact and explicit terms of said Will for and during the life of the beneficiaties therein named, and upon the death of the survivor of said beneficiaries to comvey the same to Nell F. Clement as in said Will directed.

It is further ordered and decreed that Eugene P. Childs be and is hereby appointed Trustee for the sole and only purpose of executing a Deed conveying the legal title to Nell F.Clement and Louis M. Denit, Trustees under the Will of John W. Calvert

William J. McWilliams, A. J.

Filed 26 January, 1948.

ORDER OF PUBLICATION.

The object of this suit is to have a Trustee appointed to convey unto John W. Calvert certain property situated at "Wild Rose Shores" and known as Lots numbered Three (3), Four (4), Five (5) and Six (6).

The Bill states that Hugh S. Lagare, Widower, conveyed unto John W. Calvert and Margaret Grey Kendall, as joint tenants, the above mentioned lots by Deed recorded in J.H.H. No. 354 folio 437, and that John W. Calvert in order to break the joint tenancy and create a tenancy in common conveyed his interest in said lots to his brother, George Calvert, with the understanding that George Calvert would re-convey said property to the said John W. Calvert, thus breaking said joint tenancy and creating a tenancy in common. That George Calvert departed this life before executing said deed. That all of said parties to this suit are legatees under the Will of George

Calvert and are non-residents of this State, except John W. Calvert.

The Bill prays that a Trustee be appointed to convey said property to John W. Calvert.

It is thereupon this 22nd day of April in the year 1947 ordered by the Circuit Court for Anne Arundel County in Equity, that the Plaintiff by causing a copy of this Order to be inserted in some newspaper printed and published in Anne Arundel County once in each of four successive weeks before the 31st day of May, 1947, give notice to the absent defendants of the object and substance of this Bill warning them to appear in this Court in person or by solicitor on or before the 16th day of June next to show cause,if any they have, way a decree ought not to be passed as prayed.

True Copy.

Test: JOHN H. HOPKINS, 3rd, Clerk. m-15

CERTIFICATE OF PUBLICATION

Annapolis, Md. January 29, 1948.

We hereby certify that the annexed ORDER OF PUBLICATIIN - JOHN W. CALVERT was published in MARYLAND GAZETTE, a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st day of May, 1947. The first insertion being made the 24th day of April, 1947.

THE CAPITAL-GAZETTE PRESS, INC.
By S. McDonald

Filed January 29, 1948.

EX PARTE IN THE MATTER	:	IN THE
OF THE GUARDIANSHIP	:	CIRCUIT COURT
OF	:	FOR
MARGARET LORETTA BRATKOVIC,	:	ANNE ARUNDEL COUNTY
AN INFANT.	:	EQUITY # 9196

::::::::::::::

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Carl Brad and Rebecca Louise Brad, his wife, respectfully represent unto your Honor:

1. That the said Carl Brad is the brother of Margaret Loretta Bratkovic and that the said Margaret Loretta Bratkovic was born on November 24, 1931 in Kansas City, Kansas.

2. That the parents of the said Margaret Loretta Bratkovic are dead, her mother having recently died, and that the said infant is now residint with the Petitioners at 211 Chesapeake Avenue, Eastport, Maryland.

3. That the said infant has a married sister, Eleanor Jones and a brother Frank Albert Bratkovic, both of whom have been notified of this Petition, and that neither of the two have offered an objection.

4. That Carl Brad is 30 years of age and Rebecca Louise Brad is 24 years of age and are happily married, maintain and excellent home and are in a financial position to afford the said infant all the benefits of a person in their station of life and it would be to the best interest of said infant and to her welfare that the Petitioners be appointed her legal guardians.

5. That your Petitioners desire to obtain the legal guardianship of said infant so that

said infant may have the benefit of the Petitioners care and guidance and to have the petitioners act for her legally.

6. That if your Petitioners are granted their request to be the legal guardian of said infant, that the same of said infant be changed to Margaret Loretta Brad, so that it be the same as the Petitioners and save her the inconvenience of spelling and repeating thereof several times in connection with conversations and uses thereof, and that it would better serve the said infant, the Petitioners and those dealing with the said infant to change her name to Margaret Loretta Brad.

WHEREFORE YOUR PETITIONERS PRAY:

a. That a decree be passed by this Honorable Court decreeing that the said Carl Brad and Rebecca Louise Brad be appointed the legal guardians of Margaret Loretta Bratknvic.

b. That the name of said infant be legally changed to Margaret Loretta Brad.

c. And for such other and further relief as the nature of their cause may require.

Carl Brad

Rebecca Louise Brad.

Samuel Schenker

SOLICITOR FOR PETITIONERS

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

This is to certify that on this 13th day of February, 1947, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared Carl Brad and Rebecca Louise Brad, both to me known, and made affidavit in due form of law that the matters and facts set forth above are true and correct to the best of their knowledge, information and belief.

Witness my hand and Notarial Seal.

(Notarial Seal) Lillian M. Fine, Notary Public.

Filed February 13, 1947

amended petition and order of court.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petitioners, Carl Brad and Rebecca Louise Brad wish to amend their Petition as follows:

1. That the said Carl Brad having been appointed the legal guardian of Margaret Loretta Bratkovic by the Orphans Court of Anne Arundel County on the 25th day of February, 1947, it is their request that your Honor disregard their prayer to be appointed the legal guardian of said infant.

2. That the said Carl Brad, now the legal guardian of Margaret Loretta Bratkovic, desires to have said infant's name changed in accordance with the provisions of paragraph 6 of the original Petition.

Samuel Schenker

Solicitor for Petitioners.

ORDER OF COURT

Upon the aforegoing Petition as amended and the affadavit upon the original Petition, it is hereby ORDERED this 27" day of February, 1947, by the Circuit Court for Anne Arundel County, that the name of Margaret Loretta Bratkovic be changed to Margaret Loretta Brad.

Cost of these proceedings to be paid by the Petitioners.

William J. McWilliams,

JUDGE.

Filed February 27, 1947.

IN THE MATTER OF THE SALE OF	:	
MORTGAGED REAL ESTATE	:	IN THE
OF	:	CIRCUIT COURT
JAMES A. WALTON and	:	
GERTRUDE WALTON, his wife,	:	OF
J. LAWRENCE WALTON,	:	ANNE ARUNDEL COUNTY
KATHARINE WALTON and	:	NO. 9234 EQUITY
AGNES WALTON.	:	

: : : : : : : : : :

Mr. Clerk:

Please docket the above entitled case, file the within original Mortgage, and enter our appearance.

Samuel J. Macaluso

Wilbur R. Dulin, Assignees.

MORTGAGE AND NOTE.

THIS MORTGAGE , made this 30th day of July, in the year One Thousand Nine Hundred and Fifteen by and between James A. Walton and Gertrude Walton, his wife, J. Lawrence Walton, Katharine Walton and Agnes Walton, all of the City of Annapolis, Anne Arundel County, State of Maryland, parties of the first part, and Frank W. Stromeyer and Alice Stromeyer, his wife, of the City of Annapolis, Anne Arundel County, State of Maryland, parties of the second part.

WHEREAS, the said parties of the first part having become possessed of the said property in fee simple, at the death of their mother, Julia B. Walton, April 12th, 1894, and at the death of their father, Henry Roland Walton, August 8th, 1912; said property having been conveyed by Henry Bollman and wife to Julia B. Walton in fee simple, by deed dated June 27th, 1883, and recorded in Liber S. H. No. 21, folio 557, one of the Land Records of Anne Arundel County, and

WHEREAS, the said parties of the first part have this day received by way of loan from the said parties of the second part, the sum of Three Thousand Dollars, and as evidencing the same the said parties of the first part passed unto the said parties of the second part their promissory note of even date herewith for said sum, payable three years after date, and as well their six other promissory notes of common and even date herewith, each for the sum of Ninety Dollars, being the semi-annual interest on said loan, and payable respectively at six, twelve, eighteen, twenty-four, thirty and thirty-six months after date.

NOW, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises and the sum of One Dollar the said parties of the first part do grant and convey unto the said parties of the second part, their heirs and assigns, in fee simple, all that lot of ground with the buildings and improvements thereon, situate on the Northeast side of Francis Street, in the City of Annapolis, Maryland, and designated as Number 10 Francis Street, and occupied by all parties of the first part, excepting James A. Walton and wife, and being the same property which was conveyed to Julia B. Walton, mother of the Mortgagors, by Henry Bollman and wife, by deed dated June 27th, 1883, and recorded in Liber S. H. No. 21, folio 557, one of the Land Records of Anne Arundel County.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said parties of the second part, their heirs and assigns forever.

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

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

AND the said Mortgagors for themselves, their personal representatives and assigns, do further covenent to insure, and pending the existence of this Mortgage, to keep insured in some good company satisfactory to the said Mortgagees, their personal representatives and Assigns,do further covenant to insure, and pending the existence of this Mortgage, to keep insured in some good company satisfactory to the said Mortgagees, their personal representatives and assigns,the improvements on the hereby mortgaged land to the amount of at least Twenty-five Hundred Dollars, and to cause the policy to be affected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of the said Mortgagees, their personal representatives and assigns,to the extent of their lien or claim hereunder, and to deliver said policy orpolicies to the said Mortgagees, their personal representatives and assigns.

WITNESS THE hands and seals of the said Mortgagors.

Jase A. Walton (SEAL)

Gertrude Walton (Seal)

TEST: Katharine Walton (Seal)

E. Blanche Richardson

J. Lawrence Walton (SEAL)
Agnes Walton (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO-WIT:-

I hereby certify that on this 30th day of July, Nineteen Hundred and Fifteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeares JAMES A. WALTON and GERTRUDE WALTON, his wife, J. LAWRENCE WALTON, KATHARINE WALTON and AGNES WALTON, and each acknowledged the aforegoing Mortgage to be their respective act.

At the same time also appeared A. THEODORE BRADY and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth, and that he is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal) F. Blanche Richardson, Notary Public.

Recorded 30 July, 1915, at __ A.M., in Liber G.W. No. 119, folio 93, etc.

N O T E .

$3,000.00 Annapolis, Md., July 30th, 1919

Three years after date, we jointly and severally promise to pay to Frank Stromeyer the sum of Three Thousand Dollars, for value received, secured by mortgage of even date, payable at the Annapolis Banking & Trust Company.

Renewal.

James A. Walton (SEAL)
Agnes Walton (SEAL)
Katharine Walton (SEAL)
J. Lawrence Walton (SEAL)
Gertrude M. Walton (No Seal)

Due Jan. 30, 1922

Filed May 9, 1947.

STATEMENT OF MORTGAGE CLAIM.

The statement of the mortgage claim of Samuel J. Macaluso and Wilbur R. Dulin, Assignees of Frank W. Stromeyer and Alice Stromeyer, his wife, under a mortgage to the said Frank W. Stromeyer and Alice Stromeyer, his wife, from James A. Walton and Gertrude Walton, his wife, J. Lawrence Walton, Katharine Walton and Agnes Walton, dated July 30, 1915, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 119, Folio 93, the said mortgage being in default:

Principal amount of Mortgage $3,000.00
Interest from January 1, 1935 to May 31, 1947 . . . . . 2,300.00
Total amount due $5,300.00

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:-

I hereby certify that on this 8th day of May, 1947, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared Samuel J. Macaluso and Wilbur R. Dulin, who made oath in due form of law that the aforegoing is a true statement of the amount due them of the mortgage claim described therein, and that they have not received any security or satisfaction therefore other than the promissory note referred to in said statement, and the deed of mortgage in said statement mentioned.

WITNESS my hand and Notarial seal.

Annie L. Bates , Notary Public

(Notarial Seal)

Filed May 9, 1947.

ASSIGNMENT OF MORTGAGE.

WHEREAS, under the Will of Frank W. Stromeyer, deceased, dated August 21, 1921, and recorded in the Orphans Court of Anne Arundel County in Liber O. B. D. #3, folio 50, Alice Stromeyer, his wife, was named one of the Executors of the Estate of the said Frank W. Stromeyer, and the said Alice Stromeyer, under the terms of the aforementioned Will, is the sole surviving Mortgagee of a certain Mortgage from James A. Walton and Gertrude Walton, his wife, J. Lawrence Walton, Katherine Walton and Agnes Walton to Frank W. Stromeyer and Alice Stromeyer, his wife, recorded in the Land Records of Anne Arundel County in Liber G. W. #119, folio 93, and

WHEREAS, William F. Stromeyer was appointed as the other Executor of the aforementioned Estate of Frank W. Stromeyer, deceased; THEREFORE,

For value received, we hereby assign the within mortgage and the debt secured thereby to Wilbur R. Dulin and Samuel J. Macaluso for the purpose of foreclosure.

WITNESS our hands and seals hereon this 8th day of May, 1947,

WITNESS

AGNES STROMEYER — Alice Stromeyer (SEAL)

William F. Stromeyer (SEAL)

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing is a true copy of the Assignment of Mortgage left for Record May 8th, 1947, at3:30 P.M., and to be recorded in Liber J. H.H.No. 407,folio 192 one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I Hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 12th day of May, A. D. 1947.

(Court Seal) John H. Hopkins, 3rd, Clerk.

Filed May 9 & 10, 1947.

B O N D

EAGLE INDEMNITY COMPANY

KNOW ALL MEN BY THESE PRESENTS, That We, Samuel J. Macaluso and Wilbur R. Dulin, Assignees, as PRINCIPALS, and EAGLE INDEMNITY COMPANY, of New York, N. Y., a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of SIX THOUSAND ($6000.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 8th day of May, Nineteen Hundred and 47.

WHEREAS, by virtue of a power of sale contained in a mortgage from James A. Walton, et al, to Frank W. Stromeyer and Alice Stromeyer, his wife, bearing date on or about the 30th day of July Nineteen Hundred and Fifteen the said Samuel J. Macaluso and Wilbur R. Dulin, Assignees, are authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Samuel J. Macaluso and Wilbur R. Dulin, Assignees, are about to execute said power and made sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Samuel J. Macaluso and Wilbur R. Dulin, Assignees, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such

mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Test: Samuel J. Macaluso (SEAL)

Katharine H. McCutchan Wilbur R. Dulin (SEAL)

EAGLE INDEMNITY COMPANY

(Corporate Seal) By Benjamin Michaelson

Attorney-in Fact.

The within Bond approved this 9" day of May, 1947.

John H. Hopkins, 3rd, Clerk.

Filed May 9, 1947

REPORT OF SALE BY ASSIGNEES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Report of sale by Samuel J. Macaluso and Wilbur R. Dulin,Assignees, of mortgage filed in these proceedings respectfully shows:

1. That after giving bond for the faithful discharge of their duty as Assignees, said bond being duly approved by the Clerk of the Court, and after giving notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper published and printed in Annapolis, Anne Arundel County, Maryland, for more than twenty (20) days preceding the day of sale, said Assignees did at the Court House door at Annapolis, Maryland, Tuesday, June 10,1947, at 11 A.M., pursuant to said notice of sale, sell the therein described property at and for the sum of Fifteen Thousand ($15,000.00) Dollars unto Andrew A. Kramer and George B. Woelfel, of Annapolis, Maryland, being the highest price there obtainable.

Samuel J. Macaluso

Wilbur R. Dulin

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 10th day of June, 1947, before me subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel J.Macaluso and Wilbur R. Dulin,and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Annie L. Bates, Notary Public

A TRUE COPY: (Corporate Seal)

TEST: John H. Hopkins, 3rd. __

Filed June 12, 1947

PUBLIC SALE OF VALUABLE REAL ESTATE

ANNAPOLIS, MARYLAND

This property known as No. 10 Francis Street, a brick building, overlaid with stucco and contains 10 rooms, bath

Under and by virtue of the power of sale contained in the mortgage from James A. Walton and Gertrude Walton, his wife, J. Lawrence Walton, Katharine Walton and Agnes Walton, dated July 30, 1915, and recorded in Liber G.W. No. 119, Folio 93, the undersigned as Assignees by assignment recorded at the foot of the aforesaid mortgage, will offer for sale at Public Auction at the Court House door in the City of Annapolis, Maryland, on TUESDAY, JUNE 10, 1947 at 11:00 A.M.

ALL that lot or parcel of ground lying, being and situate on Francis Street in the said mort-

gage described,improved as aforesaid by a dwelling and numbered 10.

TERMS OF SALE: A deposit of $1,000.00 will be required of the purchaser on the day of sale. Balance to be paid in cash upon the ratification of the sale, or all cash at the option of the purchaser. The deferred portion to bear interest at the rate of 6%.

For further particulars apply

GEORGE W. SCIBLE,
Auctioneer.

SAMUEL J. MACALUSO
WILBUR R. DULIN
Assignees.

AUCTIONEER'S CERTIFICATE.

I, George Scible, being a Licensed Auctioneer in and for the County of Anne Arundel, State of Maryland, do hereby certify that on this 10th day of June, 1947, at the Court House Door in the City of Annapolis, Maryland, I have sold unto Andrew A. Kramer _ for the sum of $15,000.00, the property described on the reverse side of this Circular.

Geo. W. Scible, Auctioneer.

Filed August 11, 1947

CERTIFICATE OF PURCHASER.

We, Andrew A. Kramer and George B. Woelfel, of Annapolis, Md., do hereby purchase the property described on the reverse side of this Circular,at and for the price of $15,000.00, and do hereby agree to the terms of sale described on the reverse side hereof.

George B. Woelfel
Andrew A. Kramer, Purchaser_.
per G.B.W. , Agent.

Filed August 11, 1947

ORDER NISI

ORDERED, this 12th day of June, 1947, That the sale of the property mentioned in these proceedings made and reported by Samuel J. Macaluso and Wilbur R. Dulin, Assignees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of July next.

The report states that the amount of sales to be $15,000.00

John H. Hopkins, 3rd, Clerk.

True copy:

John H. Hopkins, 3rd, Clerk.

Filed June 12, 1947.

CERTIFICATE OF PUBLICATION

Annapolis, Md. August 7, 1947.

We hereby certify, that the annexed Ordr Nisi James A. Walton was published in EVENING CAPITAL a newapaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of July, 1947. The first insertion being made the 18th day of June, 1947.

THE CAPITAL-GAZETTE PRESS, INC.,
By Mae Carlson

E.C. 2944

Filed August 11 1947.

FINAL ORDER

ORDERED BY THE COURT, This 11 day of August, 1947, that the sale made and reported by the

Trustee aforesaid, be and the same _ hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

William J. McWilliams, __

Filed August 11, 1947

BOND

EAGLE INDEMNITY COMPANY

KNOW ALL MEN BY THESE PRESENTS, That We, Samuel J. Macaluso and Wilbur R. Dulin, Assignees, AS PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N. Y., a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand ($9000.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated the 18th day of June, Nineteen Hundred and 47.

WHEREAS, by virtue of a power of sale contained in a mortgage from James A. Walton, et al to Frank W. Stromeyer and Alice Stromeyer, his wife, bearing date on or about the 10th day of July Nineteen Hundred and Fifteen the said Samuel J. Macaluso and Wilbur R. Dulin, Assignees, are authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Samuel J. Macaluso and Wilbur R. Dulin, Assignees, are about to execute said power and made sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Samuel J. Macaluso and Wilbur R. Dulin, Assignees, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Samuel J. Macaluso (SEAL)

Witness:

Wilbur R. Dulin (SEAL)

Katharine H. McCutchan

EAGLE INDEMNITY COMPANY

By Benjamin Michaelson

(Corporate Seal)

Attorney-in-Fact.

Filed June 19, 1947

True Copy, Test: John H. Hopkins, 3rd Clerk.

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PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Samuel J. Macaluso and Wilbur R. Dulin, Assignees in the above-described Mortgage Sale, respectfully represent to your Honors

1. That Frank W. Stromeyer, one of the mortgagees in the above-entitled matter, died on August 21, 1921, leaving his wife, Alice Stromeyer, and naming her as Executrix of his Estate (see Liber O.B.D. 3, folio 50); and

2. That on September 9, 1947, Alice Stromeyer died, leaving her son, William F. Stromeyer, her only surviving heir and Executor of her Estate, as will appear by her Will, recorded in R.G.P. 3, folio 34.

TO THE END, THEREFORE, that the money shown in the statement of claim of the mortgagees, filed in these proceedings, be paid directly to William F. Stromeyer, Executor.

AND as in duty bound, etc.

Samuel J. Macaluso

Wilbur R. Dulin

Assignees.

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY that on this 5th day of March, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared the above-named Samuel J. Macaluso and Wilbur R. Dulin, Assignees, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Annie L. Bates, Notary Public.

Filed March 6, 1948

ORDER OF COURT.

Upon the foregoing Petition and Affidavit, it is hereby Ordered by the Circuit Court for Anne Arundel County, Maryland, sitting in Equity, this 9th day of March, 1948, that the Auditor be authorized and is hereby directed to pay the money shown in the statement of claim of the mortgagees directly to William F. Stromeyer, Executor; subject to the usual exceptions.

James Clerk. Judge.

Filed 9 March, 1948.

PETITION.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Samuel J. Macaluso and Wilbur R. Dulin, Assignees in the above-described mortgage sale, respectfully represent to your Honors

1. That the property described in a deed dated June 27, 1883, from Henry Bollman and wife to Julia B. Walton and husband, Henry Roland Walton, recorded in the Land Records of Anne Arundel County, Maryland, in Liber S.H. No. 21, folio 457, was sold to George B. Woelfel and Andrew A. Kramer on June 10, 1947, as will more fully appear in the papers of the above entitled case;

2. That the mortgage to Frank W. Stromeyer and Alice Stromeyer of the above-mentioned property was signed by Joseph Lawrence Walton, Katherine Walton, Agnes Walton and James A. Walton, children of the above-mentioned Henry and Julia Walton, said children inherited the said property on August 8, 1912;

3. That Katherine Walton, one of the children of Henry and Julia Walton, died,intestate, in 1924, leaving as her only surviving heirs, her two brothers and one sister,mentioned above;

4. That Joseph Lawrence Walton died, intestate, on April 22, 1930, leaving as his only heirs, Katherine M. Walton, his wife, and Julia Ann Walton Tyler, his daughter, and that prior to Joseph Lawrence Walton's death and subsequent to his signing the above-mentioned mortgage, the said Joseph Lawrence Walton married on April, 1916.

5. That Agnes Walton died on August 6, 1945, and under her Last Will and Testament,devised all of her right, title and interest to James A. Walton and Gertrude M. Walton, his wife (see Will R.G.P. 2, folio 215);

6. And that prior to the death of Agnes Walton, James A. Walton died, testate, leaving all of his property to Gertrude M. Walton, his wife (see Last Will and Testament,R.G.P. 2, folio 102).

TO THE END, THEREFORE, that the Auditor be directed to pay the surplus of proceeds of sale to

A. Katherine M. Walton, wife of Joseph Lawrence Walton, one-ninth; and Julia Ann Walton Tyler, daughter of Joseph Lawrence Walton, two-ninths;

B. And that two-thirds of the surplus of proceeds of the sale be paid to Gertrude M.Walton, wife of James A. Walton, as will appear in the above mentioned Last Will and Testament of Agnes Walton and James A. Walton.

AND as in duty bound, etc.

Samuel J. Macaluso

Wilbur R. Dulin,

Assignees.

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY that on this 5th day of March, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared the above-named Samuel J. Macaluso and Wilbur R. Dulin, Assignees, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Annie L. Bates, Notary Public

Filed March 6, 1948

ORDER OF COURT

Upon the foregoing Petition and Affidavit, it is hereby Ordered by the Circuit Court for Anne Arundel County, Maryland, sitting in Equity, this 9th day of March, 1948, that the Auditor be authorized and is hereby directed to pay the surplus of the proceeds of the sale of the Mortgaged Real Estate of James A. Walton, et al., one-ninth to Katherine M. Walton, two-ninths to Julia Ann Walton Tyler, and two-thirds to Gertrude M. Walton; subject to the usual exceptions.

James Clark. Judge.

Filed 9 March, 1948.

AMENDED STATEMENT OF MORTGAGE CLAIM.

The amended statement of the Mortgage Claim of Samuel J. Macaluso and Wilbur R. Dulin, Assignees of Frank W. Stromeyer and Alice Stromeyer, his wife, under a mortgage to the said Frank W. Stromeyer and Alice Stromeyer, his wife, from James A. Walton and Gertrude Walton, his wife, J. Lawrence Walton, Katherine Walton and Agnes Walton, dated July 30, 1915, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 119,folio 93, the said Mortgage being in default:

Principal amount of Mortgage		$3,000.00
Interest, January 1, 1934.....	90.00	
		$3,090.00
Interest due July 1, 1934	90.00	
		$3,180.00
Credit $100.00 paid on interest	100.00	
		$3,080.00
Interest from Jan.1,1935 to June 10, 1947	2,240.00	
Total amount due		$5,320.00

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY that on this 18th day of March, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel J. Macaluso and Wilbur R. Dulin, Assignees, who made oath in due form of law that the aforegoing is a true amended statement of the amount due them of the mortgage claim described therein, and that they have not received any security or satisfaction therefor, other than the promissory note referred to in said statement and the deed of mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Annie L. Bates , Notary Public

Filed March 18, 1948

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, March 31, 1948.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of James A.Walton and Wife, et al.in acc.

To Assignees for Commissions, viz:	488.40	
To Assignees for Fee	50.00	538.40
To Assignees for Court costs,viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court-Court costs	18.75	
Auditor-stating first account	18.00	
Auditor - stating amended account	13.50	60.25
To Assignees for Expenses, viz:		
Capital-Gazette Press-advertising sale	13.50	
Capital-Gazette Press - handbills	10.25	
Capital-Gazette Press -Order Nisi (Sale)	5.00	
Capital-Gazette Press- Order Nisi (Acct.)	5.00	
Eagle Indemnity Co.-Bond premiums	60.00	
George W. Scible -auctioneer	31.00	
Clerk of Court-recording assignment and certified copy	3.00	
One-half Federal revenue stamps	8.25	
One-half State revenue stamps	8.25	
Annie L. Bates-notary fees	2.00	146.25
To Assignees for taxes, viz:		
1942 State and County taxes	147.80	
1943 State and County taxes	137.64	
1944 State and County taxes	133.20	
1945 State and County taxes	127.43	
1946 State and County taxes	125.77	
1947 " " " " ($128.16-adj.5 mos.10 days)	56.96	728.80

1943 Annapolis City taxes	111.02	
1944 " " "	105.78	
1945 " " "	100.54	
1946 " " " ($104.08-adj.-11 mos.10 days)	98.30	415.64
To William F. Stromeyer,Executor of Alice Stromeyer,		
surviving mortgagee-in full for mortgage claim filed,viz:		
Principal	3,000.00	
Interest thereon from 7/1/34 to 6/10/47,(Amended		
statement of mortgage claim)	2,320.00	5,320.00
Balance for Distributi n - $8,070.66		
Distributed as follows:		
To Heirs of Joseph Lawrence Walton,viz:(Order of 3/9/48)		
Katherine M. Walton,Widow-one-ninth	896.74	
Julia Ann Walton Tyler,daughter-two-ninths	1,793.48	2,690.22
To Estate of Agnes Walton-one-third $2,690.22		
Distributed as follows:		
To Julia Ann Tyler and Gertrude M.Walton,		
Administratrices C.T.A. of Agnes Walton, Claims filed		
in Orphans Court of Anne Arundel County,as per Order		
of 3/30/48, viz:		
B. L. Hopping & Son,balance due on bill for funeral expenses	77.80	
Farmers National Bank-promissory note and interest	475.00	
Farmers National Bank-promissory note and interest	118.00	
Steve Foundas-promissory note and interest	247.16	
W.H.M.Smith Agency-insurance premium	33.95	
To Annapolis Banking & Trust Company,		
Judgment creditor of Gertrude M.Walton, surviving		
devisee of Agnes Walton-this balance on account of		
claim filed in #2 Law (as per order of 6/18/47)	1,738.31	2,690.22
To Annapolis Banking & Trust Company,		
Judgment creditor of Gertrude M.Walton, devisee		
of James A. Walton-one-third ($2,690.22),which is		
applied as follows:(Order of 6/18/47)		
Balance due on claim filed in #2 Law,viz:		
Principal - $3,483.91		
Interest from		
10/17/45 to 6/10/47 344.90		
Court costs 14.70		
Atty's fee 348.39		
$4,191.90		
Cr. Amount allowed on acct.above 1,738.31		
Balance in full	2,453.59	
On account judgment claim filed in #3 Law-this balance (Principal amount $42,040.69)	236.63	2,690.22
		15,280.00

With Samuel J. Macaluso and Wilbur R. Dulin, Assignees Cr,

1947				
June 10	Proceeds of Sale		15,000.00	
	Interest on deferred payment from 6/10/47 to 10/10/47		280.00	15,280.00
				15,280.00

Filed April 2, 1948

ORDER NISI.

ORDERED, This 2" day of April, 1948, 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 unless cause to the contrary be shown on or before the 4" day of May next. Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4" day of May next.

John H. Hopkins, 3rd, Clerk.

Filed April 2, 1948

CERTIFICATE OF PUBLICATIIN.

Annapolis, Md. May 10, 1948

We hereby certify, that the annexed Order Nisi - JAMES A. WALTON- was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 4th day of May, 1948. The first insertion being made the 3rd day of April, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

By S. McDonald

No. E.C. _

Filed May 10, 1948.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 10th day of May, 1948, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Marvin I. Anderson, Judge.

Filed May 10, 1948.

IN THE MATTER OF THE SALE OF THE REAL ESTATE OF ROBERT HARVEY and KATHRYN F. HARVEY, HIS WIFE.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 9255 IN EQUITY.

FORECLOSURE OF MORTGAGE

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith for foreclosure.

H.Melvin Bull, Attorney named in the Mortgage.

MORTGAGE

THIS MORTGAGE, Made this 28th day of September, in the year nineteen hundred and forty-six, by and between Robert Harvey and Kathryn F. Harvey, his wife, Mortgagors of Anne Arundel County, in the State of Maryland, of the first part, and Ethel T. Morgan and Robert C. Ward, a partnership, trading as Morgan and Ward, and H. Melvin Bull,Mortgagees, of the second part.

WHEREAS, the said Mortgagors are bona fide indebted unto the said Mortgagees in the full and just sum of Two Hundred and Eleven and 50/100 Dollars for money this day loaned by the latter to the former.

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent (6%) per annum in the manner following:

BY the payment of Ten Dollars($10.00) on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagees in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum, or in any other way Mortgagees may elect.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

THE due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THIS MORTGAGE WITNESSETH, that in consideratiin of the premises and the sum of One Dollar, the said Mortgagors, Robert Harvey and Kathryn F. Harvey, his wife, do grant and convey unto the said Mortgagees, Ethel T. Morgan and Robert C. Ward, a partnership, trading as Morgan and Ward & H. Melvin Bull, their heirs and assigns, in fee simple, all those four lots or parcels of ground situate and lying in the 3rd Election District of Anne Arundel County, aforesaid, and described as follows:

BEING Lots Nos. Nine (9), Ten (10), Eleven (11), and Twelve (12), in Section "E", of the Sub-division of Marley Heights, as that part of land surveyed March 4th, 1933, by W. Lloyd Wallace and recorded in Anne Arundel County June 23rd, 1934, in Liber F.S.R. No. 4, folio 13.

BEING the same lots and parcels of ground which by deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by Catherine G. Betz unto Robert Harvey and Kathryn F. Harvey, his wife.

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

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Mortgagees, Ethel T. Morgan and Robert C. Ward, a partnership, trading as Morgan and Ward, and H. Melvin Bull, their heirs and assigns, forever.

PROVIDED, that if the said Mortgagors, Robert Harvey and Kathryn F. Harvey, his wife, their heirs personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Two hundred and fifty (250.00) 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 of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagees their personal representatives or assigns, or H. Melvin Bull, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his,her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said mortgagees,their personal representatives or assigns, may deed expedient; and in the event of a sale of said property,under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns under this Mortgage, whether the same shall have been matured or not,and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or H. Melvin Bull 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 personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least the amount of this mortgage.

and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to INURE TO THE BENEFIT OF THE SAID Mortgagees, their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

Test:Norwood A. Wieneke — Robert J. Harvey (SEAL)

Kathryn F. Harvey (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I hereby Certify, that on this 28th day of September in the year nineteen hundred and forty-six before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Robert Harvey and Kathryn F. Harvey, his wife, the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared H. Melvin Bull, one of the Mortgagees named in the aforegoing mortgage, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Norwood A. Wieneke- Notary Public

My Commission expires May 7, 1947.

Recorded 30 September, 1946, at 3 P.M, in Liber J.H.H. No. 370 folio 27 &c.

Filed July 8, 1947.

B O N D.

EAGLE INDEMNITY COMPANY

KNOW ALL MEN BY THESE PRESENTS, That We, H. Melvin Bull, Attorney named-in-mortgage, as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N. Y., a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand ($1000.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 8th day of July, Nineteen Hundred and 47.

WHEREAS, by virtue of a power of sale contained in a mortgage from Robert Harvey and Kathryn F. Harvey, his wife, to Ethel T. Morgan and Robert C. Ward T/A Morgan and Ward and H. Melvin Bull, bearing date on or about the 28th day of September Nineteen Hundred and 46 the said H. Melvin Bull, Attorney-named-in-mortgage, is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the same H. Melvin Bull, Attorney-named-in-mortgage, is about to execute said power and made sale of the property described as aforesaid in said mortgage.

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

Test: H. Melvin Bull (SEAL)

Katharine H. McCutchan (Corporate Seal) Eagle Indemnity Company
By Benjamin Michaelson,

Attorney-in-Fact.

Approved this 8th day of July, 1947

John H. Hopkins, 3rd, Clerk.

Filed July 8, 1947.

MILITARY AFFIDAVIT

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
In the Sale of the Mortgaged Real Estate of Robert J. Harvey and Kathryn F. Harvey.
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT.

I, Robert C. Ward, being duly sworn, do depose and say:

(1) That I am a resident of Glen Burnie, in the State of Maryland,

(2) That on behalf of the Plaintiff— in the above entitled case, I made an investigation for the purpose of determining whether the Defendant_ in said case (hereinafter called "said Defendant") is in the military service of the United States or any of its allies, so as to be entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland, and from information obtained through such investigation, I ascertained that the facts hereinafter stated are true.

(3) That said defendant is about adult years of age, is_married, has _ child_, lives with_at Ferndale, Maryland, is employed by_ at _ and has been so employed for about _ _.

(4) That said Defendant_ is not in the military service of the United States as defined in the above named Acts or the amendments thereto; that he is not in the military Service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that he has not been discharged from any such military service within (at no time) ° days prior to the date of this affidavit; that he has not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that he is not a member of the enlisted Reserve Corps who has been ordered to report for military service.

Subscribed and sworn to before me, a Notary Public , this 10th day of July, 1947.

Robert C. Ward, Affiant.

(Notary Seal) Norwood A. Wieneke Notary Public

Filed July 10,1947.

MORTGAGEE'S CLAIM

July 1, 1947

Balance Principal and Interest $ 201.42

FILED July 10, 1947

MORTGAGE SALE OF

VALUABLE FEE SIMPLE UNIMPROVED LOTS

IN the Third Election District of Anne Arundel County, in the State of Maryland.

By virtue of the power of sale contained in a mortgage from Robert Harvey and Kathryn F. Harvey, his wife,, to Ethel T. Morgan and Robert C. Ward,a partnership trading as Morgan and Ward, and H. Melvin Bull, dated September 28, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 370, folio 27 (default having occurred under said mortgage) the undersigned attorney named in said mortgage will offer at public sale on the premises at Marley Heights Anne Arundel County, Maryland, on THURSDAY, JULY 10, 1947 at 12:00 o'clock Noon

All those four (4) lots of ground known and designated as Lots Nos. 9, 10, 11 and 12, in Section "E" of the Sub-division of Marley Heights, filed June 23rd, 1934, among the Land Records

of Anne Arundel County in Liber F. S. R. No. 4, folio 13.

TERMS OF SALE: A deposit of $50. will be required of the purchaser on the day of sale, and the balance of the purchase money, with interest thereon at the rate of six per cent per annum , to be paid in cash upon ratification of the sale.

Taxes to be adjusted as of the day of sale.

H. MELVIN BULL
Attorney at law,
2 E. Lexington Street, Baltimore Maryland.

Attorney named in Mortgage Jy. 3.

NOT Filed.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of H. Melvin Bull, Attorney named in the Mortgage filed in these proceedings respectfully shows:

That after giving Bond for the faithful discharge of his trust, said Bond having been duly approved by the Clerk of this Court and after having given notice of the time, place, manner and terms of said sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said Attorney did, pursuant to said notice on July 10th, 1947, at 12:00 o'clock Noon, attend on the premises, and then and there sold the property described in said mortgage unto Annie L. Wroten for and during the term of her natural life with full powers of disposition, the remainder thereafter to Doris Elvira Wroten, Blanche Wroten and James Thompson, at and for the sum of Three hundred dollars ($300.00) the best price obtainable.

Respectfully submitted
H. Melvin Bull,
Attorney named in the Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 15th day of July, in the year one thousand nine hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared H. Melvin Bull, Attorney named in the Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Dorothy V. Peterman, Notary Public

Filed July 16, 1947

ORDER NISI

ORDERED, this 16" day of July, 1947, That the sale of the property mentioned in these proceedings made and reported by H. Melvin Bull, Attorney named in Mortgage BE RATIFIED and confirmed, unless cause to the contrary thereof be shown on or before the 18" day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of August, next.

The report states that the amount of sales to be $300.00.

John H. Hopkins, 3rd, Clerk.

Filed July 16, 1947.

J.H.H. #63 Equity

CERTIFICATE OF PUBLICATION

Annapolis, Md. August 14, 1947.

We hereby certify, that the annexed Order Nisi - ROBERT HARVEY- was published in MARYLAND GAZETTE, a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of August, 1947. The first insertion being made the 24th day of July, 1947.

THE CAPITAL-GAZETTE PRESS, INC.,

6122 By Mae Carlson

Filed August 26, 1947.

FINAL ORDER

ORDERED BY THE COURT, This 26 day of August, 1947, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

William J. McWilliams, A. J.

Filed August 26, 1947.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, September 24, 1947.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Robert Harvey and wife; in ac.

To Attorney for Fee	50.00	
To Attorney for Commissions	21.19	71.19
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	18.75	
Auditor- stating this account	9.00	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press-advertising sale	16.50	
Capital-Gazette Press - Order Nisi (Sale)	5.00	
Capital-Gazette Press -Order Nisi (Acct.)	5.00	
Eagle Indemnity Co.-bond premium	10.00	
Auctioneer's fee	10.00	
One-half Federal revenue stamps	.27	
One-half State revenue stamps	.28	
Dorothy V. Peterman - notary Fees	.50	47.55
To Attorney for Taxes, viz:		
1946 State and County taxes	4.63	
1947 State and County taxes ($2.46-adj.)	1.30	5.93
To Ethel T. Morgan and Robert C. Ward,mortgagors-this balance on account of mortgage claim		140.80
		303.22

Amount of mortgage claim filed	201.42	
Cr. Amount allowed as above	140.80	
Balance subject to decree in personam	60.62	

with H. Melvin Bull, Attorney named in Mortgage

1947		Cr.
July 10 Proceeds of Sale	300.00	
Interest on deferred payment from 7/10/47 to 9/25/47	3.22	303.22
		303.22

Filed September 30,1947

ORDER NISI

ORDERED this 30th day of September, 1947, That the Report and Account of the Auditor, filed this day in the above entitled cause,BE RATIFIED AND CONFIRMED , UNLESS CAUSE TO THE CONTRARY BE SHOWN ON OR BEFORE THE 31st DAY OF October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of October next.

John H. Hopkins, 3rd., Clerk.

Filed September 30, 1947.

IN THE MATTER OF THE SALE	:	
OF THE	:	No. 9257 EQUITY
MORTGAGED REAL ESTATE	:	IN THE
OF	:	CIRCUIT COURT
ALLEN SIMONDS and	:	FOR
MARION SIMONDS, his wife.	:	ANNE ARUNDEL COUNTY

Mr. Clerk: Please docket this suit and file accompanying Mortgage and etc.,

Eugene P. Childs,

Attorney for Mortgagees.

Md. Stamps $3.00 ORIGINAL MORTGAGE

THIS MORTGAGE, Made this 15th day of February in the year nineteen hundred and forty-seven, by and between ALLEN SIMONDS and MARION SIMONDS, his wife, Mortgagors of the City of Washington, in the District of Columbia, of the first part, and ALBERT A. FOOTER and FRIEDA K. FOOTER, his wife, Mortgagees, of the second part.

WITNESSETH: WHEREAS the said Allen Simonds and Marion Simonds, his wife, the said Mortgagors, are indebted unto the said Albert A. Footer and Frieda K. Footer, his wife, the said Mortgagees, in the full and just sum of THREE THOUSAND DOLLARS ($3,000.00) and as evidencing said sum, the said Mortgagors have passed unto the said Mortgagees, their joint and several promissory note for said sum of even date herewith and payable in three (3) years after date with interest at six percent (6%) per annum, payable semi annually.

WHEREAS it was a condition precedent to the granting of said loan that these presents should be executed for the purpose to more effectually secure the payment of said sum together with the interest thereon to accrue at the time limited for the payment of the same.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, Allen Simonds and Marion Simonds, his wife, do grant and convey unto the said Mortgagees, Albert A. Footer and Frieda K. Footer, his wife, their heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in Seventh District of Anne Arundel County aforesaid, and described as follows:

All of that lot designated as Lot Numbered Ten (10) in Square Five (5) on plat of said Owings Beach recorded among the Plat Records of Anne Arundel County in G.W. No. 1 Section 3 folio 229, now known as Cabinet No. 2 Rod D-7 ½ ; at 229. excepting therefrom a strip of land five (5) feet in width running across entire front of said lot facing on Marshall Avenue, as shown on said plat.

It being the identical property which was granted and conveyed unto the said Mortgagors by Deed from Louis C. Cosdon and wife dated the 19th day of April in the year 1940 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 216 folio 277.

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

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

PROVIDED, that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Three thousand ($3,000.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and

shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors for themselves, their heirs, personal representatives and assigns, to hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenent or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagees, their heirs. personal representatives or assigns, or Eugene P. Childs, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt,interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagees their 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 one hundred($100.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their heirs personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs,personal representatives or assigns, or to whoever may be entitled to the same.

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

AND the said Mortgagors for themselves, their 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 Mortgagees, their heirs, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least three thousand ($3,000.00)

- -- Dollars, and to cause the policy to be affected thereon, to be so framed or endursed, as in case of fire, to inure to the benefit of the said Mortgagees, their heirs, personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their heirs, personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

Test: ALLEN SIMONDS (SEAL)

Arlie L. Johnson Marion Simonds (SEAL)

DISTRICT OF COLUMBIA, CITY OF WASHINGTON: TO WIT:

I Hereby Certiy, that on this 15th day of February, in the year nineteen hundred and forty seven before me, a Notary Public of the District of Columbia, in and for the City aforesaid, personally appeared Allen Simonds one of the the Mortgagors named in the aforegoing Mortgage and he acknowledged the aforegoing Mortgage to be his act. At the same time also appeared Albert A. Footer, one of the within named Mortgagees, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and seal Notarial.

(Notarial Seal.) Arlie L. Johnson, Notary Public.

STATE OF MARYLAND, PRINCE GEORGES COUNTY , TO WIT:

I Hereby certify, that on this 12th day of February in the year nineteen hundred and forty-seven, before me, a Notary Public of the State and County aforesaid, personally appeared Marion Simonds one of the Mortgagors named in the aforegoing Mortgage and she acknowledged the aforegoing Mortgage to be her act.

(Notarial Seal) C. Howard Brown, Notary Public

Recorded Feb'y 20, 1947, at 10:30 A.M. in Liber J.H.H. No. 393, Folio 358.

Filed July16, 1947

BOND

GLENS FALLS INDEMNITY COMPANY- GLENS FALLS, NEW YORK. No. 297570

KNOW ALL MEN BY THESE PRESENTS: That we, EUGENE P. CHILDS as Principal, and GLENS FALLS INDEMNITY COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THREE THOUSAND AND NO/100 ($3,000.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 7th day of August nineteen hundred and forty seven.

WHEREAS, by virtue of a power of sale contained in a mortgage from Allen Simonds and Marion Simonds, Wife, to Albert A. and Frieda K. Footer bearing date on or about the 15th day of February nineteen hundred and forty seven the said EUGENE P. CHILDS is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid and the said Allen Simonds and Marion Simonds, Wife, and the said Principal is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden EUGENE P. CHILDS do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the

above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness:

Wilhelmina P. Hopkins

(Corporate Seal)

Eugene P. Childs, Atty. (SEAL)

Glens Falls Indemnity Company

Fred E. Voges, Attorney in Fact.

Filed August 11, 1947.

MILITARY AFFIDAVIT.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I, Albert A. Footer, being duly sworn, do depose and say:

That I am a resident of the City of Washington in the District of Columbia.

That on behalf of the Mortgagors in the above entitled case, I made an investigation for the purpose of determining whether the Mortgagors, Allen Simonds and Marion Simonds, his wife, in said case were not in the military service of the United States or any of its allies, so as to be entitled of the Soldiers' and Sailors' Civil Relief Act of 1940, as Amended, or the benefits of Article 87A of Flack's Annotated Code of Public General Laws of Maryland, and from information obtained through such investigation, I ascertained that the facts hereinafter stated are true.

That the said Mortgagors, Allen Simonds is about 47 years of age and his wife, Marion Simonds is about 35 years of age, they are married, and have no children, and live at the present time at Jersey City, New Jersey, and is employed by, do not know, according to last information.

That said Mortgagors are not in the military service of the United States as defined in the above named Acts or the amendments thereto; that they are not in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that they have not been discharged from any such military service within one year prior to the date of this affidavit; that they have not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that they are not a member of the enlisted Reserve Corps who have been ordered t report for military service.

Subscribed and sworn to before me, a Notary Public this 12th day of August in the year 1947.

Wilhelmina P. Hopkins,

Notary Public. (Notarial Seal)

Albert A. Footer

Filed August 12, 1947.

STATEMENT OF MORTGAGE CLAIM.

Amount of mortgage from Allen Simonds and Marion Simonds, his wife to Albert A. Footer and Frieda K. Footer, his wife, dated February 15, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 393 folio 358 - $3,000.00

Interest therefrom February 15, 1947 to August 12,1947, 5 months 28 days--- 89.00

$3,089.00

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 11th day of August in the year 1947, before me, the subscrier, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Eugene P. Childs, the Attorney named in Mortgage, and made oath in due form of law that the above statement of Mortgage Claim is true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

(Notarial Seal)

Wilhelmina P. Hopkins, Notary Public

Filed August 12, 1947

REPORT OF SALE.

To the Honorable, the Judges of said Court.

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

That under and by virtue of a power of sale contained in a Mortgage from Allen Simonds and Marion Simonds, his wife, to Albert A. Footer and Frieda K. Footer, his wife, dated the 15th day of February, in the year 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 393 folio 358, the said Eugene P. Childs, Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Southern Maryland Times, a newspaper published in Anne Arundel County,Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided offered the property in said mortgage described at public auction, at the Court House Door in the City of Annapolis, Maryland, on Tuesday, August 12, 1947 at 11 o'clock, A . M. , and then and there sold the said property to Albert A. Footer, at and for the sum of Two thousand two hundred and fifty ($2,250.00) Dollars, being at that figure the highest bidder therefor, said property being the following: All of that lot of land known as Lot No. 10 of Square 5 on Plat of Owings Beach, said Plat being recorded in Cabinet No. 2 Rod D-7, plat 229, except however, a five foot strip running across the end of said lot, and being more particularly described by metes and bounds, courses and distances in the above mentioned Mortgage.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale which are as follows: TERMS OF SALE: A deposit of five hundred dollars ($500.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale,and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

Eugene P. Childs,

Attorney named in Mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 12th day of August in the year 1947, before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Eugene P. Childs, Attorney named in Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial .

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

Filed August 12, 1947

ATTORNEY'S SALE

OF VALUABLE IMPROVED REAL ESTATE.

By virtue of a _ower of sale contained in a Mortgage from Allen Simonds and Marion Simonds, his wife, to Albert A. Footer and Frieda K. Footer, his wife, dated the 15th day of February in the year 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 393, folio 358, default having occurred, the undersigned Attorney named in said Mortgage will offer at

public sale at the Court House Door in the City of Annapolis, Maryland, on TUESDAY, AUGUST 12, 1947, at 11 o'clock A.M., All of that lot of land known as Lot No. 10 of Square 5 on Plat of Owings Beach, said plat recorded in Cabinet No. 2 Rod D-7 Plat 229, except, however a five-foot strip running across the end of said lot.

The above property is improved by a bungalow type house 20 by 25 feet in good condition with electricity and water, also tool and storage shed in rear.

Terms of Sale: A deposit of five hundred dollars ($500.00) will be required of the purchaser or purchasers on day of sale. The balance of purchase price to be paid in cash on the final ratificaton of sale, and to bear interest from date of sale. Al taxes and public charges to be adjusted to date of sale. For further particulars apply to

Eugene P. Childs,

Attorney named in Mortgage,

County Trust Company Building,Annapolis,Maryland.

Robert H. Campbell, Auctioneer 8/8

CERTIFICATE OF PUBLICATION

THIS IS TO CERTIFY That the annexed advertisement of Attorney's Sale was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County,Maryland, once a week for four successive weeks before the __ __ ; that is to say, the same was inserted in the issues of July 18, 25, Aug. 1, 8, 1947.

THE SOUTHERN MARYLAND TIMES

John Fulton Lewis, Editor.

Not Filed.

AUCTIONEER'S CERTIFICATE

Annapolis, Maryland, August 12, 1947.

This is to certify that I have this 12th day of August in the year 1947, sold the property described by said advertisement in the Seventh Election District of Anne Arundel County and more particularly described as Lot 10 of Square 5 on Plat ofOwings Beach to Albert A. Footer at and for the sum of Two Thousand Two hundred and fifty dollars ($2,250.) Being then and there the highest bidder for said property.

Robert H. Campbell, Auctioneer.

Annapolis, Maryland, August 12, 1947.

I hereby certify that I have this 12th day of August in the 1947 purchased from Eugene P. Childs, Attorney named in Mortgage, the property situated in the Seventh Election District of Anne Arundel County, and described as Lot 10 of Square 5 on Plat Owings Beach at and for the sum of Twenty two hundred fifty $2250.00 Dollars and do hereby agree to comply with the terms of sale.

Albert A. Footer, Purchaser.

Filed August 12, 1947.

ORDER NISI.

ORDERED, this 12" day of August, 1947, That the sale of the property made and reported by Eugene P. Childs, Attorney,BE RATIFIED AND CONFIRMED, UNLESS CAUSE TO THE CONTRARY THEREOF BE SHOWN ON OR BEFORE THE 12" day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County ,once in each of three successive weeks before the 12" day of September next. The report states that the amount of sale to be $2,250.00.

John H. Hopkins, 3rd, Clerk.

Filed August 12, 1947.

CERTIFICATE OF PUBLICATION.

THIS IS TO CERTIFY, That the annexed advertisement of Order Nisi _ _ was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 12th day of September, 1947, _that is to say, the same was inserted in the issues of Aug. 15, 22, 29, 1947.

THE SOUTHERN MARYLAND TIMES

A. J. Murray, Sr. Business Manager.

Filed October 2, 1947.

FINAL ORDER

ORDERED,BY THE COURT, This 2 day of October, 1947, that the sale made and reported by the Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

William J. McWilliams, A. J.

Filed 2 October, 1947.

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; October 18, 1947.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. IN the Matter of the Sale of the Mortgaged Real Estate of Allen Simonds and Wife, in ac.

To Attorney for Fee	100.00	
To Attorney for Commissions	100.50	200.50
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	18.75	
Auditor- stating this account	9.00	37.75
To Attorney for Expenses, viz:		
Southern Maryland Times-advertising sale	22.00	
Southern Maryland Times - Order Nisi (Sale)	5.00	
Southern Maryland Times- Order Nisi (Acct.)	5.00	
Glens Falls Indemnity Co.-bond premium	12.00	
Robert W. Campbell auctioneer's fee	15.00	
H.M.Murray-Agent-(insurance premium (Adj.to 8/14/47)	7.20	
Wilhelmina P.Hopkins -notary fees	1.50	
One-half Federal revenue stamps	1.37	
One-half State revenue stamps	1.38	70.45
To Attorney for Taxes, vis:		
1947 State and County taxes ($23.92-adj.)		16.94
To Albert A.Footer and Frieda K.Footer, his wife,		
Mortgagees-this balance on account of mortgage claim		1,924.36
		2,250.00

Amount of mortgage claim filed	3,089.00
Cr. Amount allowed as above	1,924.36
Balance subject to decree in personam	1,164.64

with Eugene P. Childs, Attorney named in Mortgage Cr.

1947

August 12 Proceeds of Sale 2,250.00

2,250.00

ORDER NISI

ORDERED, This 23" day of October, 1947, 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 25" 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 25" day of November next.

John H. Hopkins, 3rd, Clerk.

CERTIFICATE OF PUBLICATION

THIS IS TO CERTIFY, That the annexed advertisement of Order Nisi was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County,Maryland, once a week for three successive weeks before the 25th day of November next, that is to say, the same was inserted in the issues of Oct. 31, Dec. 7, 14, 1947.

THE SOUTHERN MARYLAND TIMES

A. J. Murray, Sr., Business Manager.

Filed Dec. 15, 1947

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 17th day of December, 1947, 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

William J. McWilliams, Judge.

Filed 17 December, 1947.

6

LOUIS J. JIRA, Attorney	:	IN THE CIRCUIT COURT
vs	:	FOR
CHRISTIAN FREDERICK BALLMAN,JR, and BESSIE M. BALLMAN, his wife.	:	ANNE ARUNDEL COUNTY No. 7175 IN EQUITY

ORDER TO DOCKET SUIT.

Mr. Clerk:

Kindly docket the above entitled suit and file Plaintiff's Exhibit No. 1, and also Bond.

Louis J. Jira,

Solicitor for the Plaintiff.

Filed May 22, 1936.

PLAINTIFF'S EXHIBIT NO. 1.

THIS MORTGAGE, Made this 4th day of May, in the year of one thousand nine hundred and twenty-five, between CHRISTIAN FREDERICK BALLMAN,Jr., and BESSIE M. BALLMAN, his wife, of the County of Anne Arundel, in the State of Maryland, Mortgagors, and THE PEOPLES BUILDING AND LOAN ASSOCIATION OF

LOCUST POINT, INCORPORATED, a body corporate, duly incorporated, Mortgagee. Whereas the said Christian Frederick Ballman, Jr., and Bessie M. Ballman, his wife, being members of the said body corporate, has received therefrom an advance of FORTY-FOUR HUNDRED DOLLARS ($4,400.00) on forty-four shares of its stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW therefore, this Mortgage Witnesseth, that in consideration of the premises and of one dollar, the said Christian Frederick Ballman, Jr., and Bessie M. Ballman, his wife, do grant unto The Peoples Building and Loan Association of Locust Point, Incorporated, its successors and its assigns, all that lot of ground situate and lying in Anne Arundel County, in the State of Maryland, and described as follows:

BEGINNING,-for the same at a point measured seventy-five feet on a line running north twenty degrees, thirty minutes west and beginning at the southern boundary of a tract of land described in a deed from William G. Geschel to Christian Frederick Ballman, Sr., dated March 5th,1889 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 35, folio 225 , and running thence north twenty degrees thirty minutes west seventy-five feet, thence south sixty six degrees, thirty minutes west two hundred and ninety-four feet, thence south twenty degrees thirty minutes east seventy-five feet, thence north sixty- six degrees, thirty minutes east two hundred and ninety-four feet to the place of beginning.

BEING, the same lot of ground, which, by Deed dated May 6th, 1921, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 33, folio 475, was granted and conveyed by Christian Frederick Ballman, Sr. and wife to the within named Mortgagors.

TOGETHER with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said The Peoples Building and Loan Association of Locust Point, Incorporated, its successors and assigns, in fee simple, forever.

If, however, the said Mortgagors shall make the payments perform the covenants on their part herein contained, then this Mortgage shall be void.

And the said Mortgagors for themselves, their heirs, executors, administrators and assigns covenant with the said The Peoples Building and Loan Association of Locust Point, Incorporated, its successors and its assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors or its assigns, the weekly sum of twenty-five cents on each of said shares of stock as dues, and the further sum of twelve cents for each of said shares as interest and premium, until the par value of said shares shall be fully paid in and satisfied; also to pay all ground rent and taxes for which the property hereby mortgaged may become liable, when payable; also to pay all fines that may be imposed on them by the said Mortgagee in accordance with its act of incorporation, Constitution and By-Laws, and to keep the improvements on the said grounds fully insured from loss by fire, for the use of the Mortgagee, in some company acceptable to the said Mortgagee.

AND it is agreed, that until default is made, the Mortgagors or their assigns, may retain possession of the mortgaged property.

AND it shall be lawful for the said The Peoples Building and Loan Association of Locust Point, Incorporated, its successors and assigns, or Louis J. Jira, its Attorney or Agent, at any time after default in any of the conditions of the Mortgage shall have continued for four weeks,

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

WITNESS the hands and seals of the said Mortgagors.

Test: Christian Frederick Ballman, Jr., (SEAL)

W. H. Schaefer Bessie M. Ballman, (SEAL)

State of Maryland, City of Baltimore to wit:

I hereby certify, that on this 4th day of May, in the year of one thousand nine hundred and twenty-five before me, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Christian Frederick Ballman,Jr., and Bessie M. Ballman, his wife, the Mortgagors named in the foregoing Mortgage and they acknowledged the aforegoing Mortgage to be their respective act. At the same time also appeared Franz Reinhardt, the President of the corporation aforesaid and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

AS WITNESS,-my hand and notarial seal.

(Notarial Seal) William Henry Schaefer, Notary Public.

Recorded 6 May, 1925 at 9: A.M.,in Liber W.N.W. No. 99, folio 368.

Filed May 22, 1936

B O N D

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND:

KNOW ALL MEN BY THESE PRESENTS: That we, Louis J. Jira of Baltimore, Maryland, as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand and 00/100 Dollars ($4,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severly, firmly by these presents:

Sealed with our seals and dated this 20th day of May, in the year of our Lord, nineteen hundred and thirty-six.

WHEREAS, the above bounden Louis J. Jira by virtue of the power contained in a mortgage from Christian Frederick Ballman, Jr., and Wife to The Peoples Building and Loan Association of Locust Point, Incorporated bearing date the 4th day of May, 1925 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 99, Folio 368 and Louis J. Jira is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as

specified, and in the conditions and covenants therein contained.

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

Signed,sealed and delivered in the presence of — Louis J. Jira (SEAL)

Eldridge B. Donaldson

UNITED STATES FIDELITY AND GUARANTY COMPANY

By J. W. Hundley

Attorney-in-fact

(Corporate Seal)

Margaret Cuddy

Witness to Surety.

Bond Approved:

Frank A. Munroe, Clerk.

Filed May 22, 1936

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of The Peoples Building & Loan Association of Locust Point, Incorporated, under the Mortgage from Christian Frederick Ballman, and Bessie M. Ballman, his wife, to it, dated the 4th day of Mat, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 99, Folio 368, etc.

Principal debt	$4,400.00
Paid on account of principal	899.76
Balance of principal due	$3,500.64
Expenses advanced	31.25
Interest from July 6, 1932, to July 7, 1936	1,123.20
Accumulated fines, due according to By-Laws for non-payment	280.80
Total debt due	$4,935.89

THE PEOPLES BUILDING & LOAN ASSOCIATION

OF LOCUST POINT, INCORPORATED,

By Harold C. Lang, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 22 day of July, in the year nineteen hundred and thirty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared HAROLD LANG, the Secretary of THE PEOPLES BUILDING & LOAN ASSOCIATION OF LOCUST POINT, INCORPORATED, the Mortgagee in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the Mortgage Claim under the Mortgage filed in said cause now remaining due and unpaid.

AS WITNESS, my hand and notarial seal.

(Notarial Seal) Marie F. Bittrick, Notary Public.

Filed July 27, 1937

MORTGAGEE SALE

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY, Located near Brooklyn, on Ballman Avenue, near, near Church Street, in Anne Arundel County Maryland.

- - - - - - - -

Under and by virtue of the Power of Attorney contained in a Mortgage from Christian Frederick Ballman, Jr., and wife, to The Peoples Building and Loan Association of Locust Point,Incorporated, bearing date the fourth day of May, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 99, Folio 368;(default having occurred thereunder) the undersigned Attorney named therein will sell at public auction on the premises, on WEDNESDAY, JULY 7, 1937, at 3 o'clock P.M. All that fee simple lot and parcel of ground situate and lying in Anne Arundel County, in the State of Maryland, aforesaid, and described as follows, that is to say:-

Beginning for the same at a point measured seventy-five feet on a line running north twenty degrees, thirty minutes west and beginning at the southern boundary of a tract of land described in a deed from William G. Geschel to Christian Frederick Ballman, Sr., dated March 5, 1889, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 35, Folio225, and running thence North twenty decrees thirty minutes west seventy-five feet, thence south sixty-six degrees thirty minutes west two hundred and ninety-four feet; thence south twenty degrees thirty minutes east seventy-five feet, thence north sixty-six degrees thirty minutes east two hundred and ninety-four feet to the place of beginning.

Being the same lot of ground particularly described in the Deed from Christian Frederick Ballman, Sr., and wife to the said Christian Frederick Ballman, Jr., and wife, dated May 6, 1921, and duly recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 33, folio 475.

Subject to the covenant that the property will not be sold, assigned, leased or sub-leased to any negro.

The improvements on the said property consist of a two-story concrete block building with a porch front.

TERMS OF SALE:- One-third cash, balance in six and twelve months or all cash as the purchaser may elect at the time and place of sale, credit payments to bear interest from the day of sale and to be secured to the satisfaction of the undersigned Attorney. A cash deposit of $300.00 will be required of the purchaser at the time and place of sale; taxes and all other expenses, if any, to be adjusted to the day of sale.

LOUIS J. JIRA

E. T. NEWELL & COMPANY, INC.,Auctioneers. Attorney named in the Mortgage

Filed July 22, 1937

REPORT OF SALE

T H E Report of Sale of Louis J. Jira, Attorney named in Mortgage, made in the exercise of the power and authority vested in him by virtue of the Mortgage from Christian Frederick Ballman, Jr., and Bessie M. Ballman, his wife, to The Peoples Building and Loan Association of Locust Point, Incorporated, dated May 4, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 99, Folio 368, etc., and filed in the above entitled cause, respectfully shows:

T H A T default having occurred in said Mortgage, after having given bond with security for the faithful performance of his trust, which was duly approved, and after having complied with all other pre-requisites as required by law, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, for more than twenty days before the sale, he did, pursuant to said notice, attend on the premises described in the Mortgage hereinbefore referred to, on Wednesday, July 7, 1937, at 3:00 o'clock p.m., and then and there proceeded to sell said property described in said Mortgage, that is to say:

T H E undersigned offered at public sale to the highest bidder the property mentioned in said mortgage, being all that lot and parcel of ground situate and lying on the west side of Ballman Avenue, south of Church Street, near Brooklyn, Anne Arundel County, Maryland, and more particularly described or referred to in the advertisement of sale, a copy of which is hereto attached and made a part hereof, and did then and there sell the fee simple property described in said advertisement of sale unto The Peoples Building and Loan Association of Locust Point, Incorporated, at and for the sum of Two Thousand Dollars ($2,000.00), it being the highest bidder therefor.

W H E R E F O R E ,it is prayed that the above sale be ratified and confirmed, after the expiration of the usual order nisi thereon.

ALL of which is respectfully submitted.

Louis J. Jira,

Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 20th day of July, in the year one thousand, nine hundred and thirty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared LOUIS J. JIRA, Attorney named in Mortgage, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale reported was fairly made.

AS WITNESS, my hand and notarial seal.

(Notarial Seal) William H. Schaefer, Notary Public

Filed July 22, 1937

ORDER NISI

ORDERED, this 22nd day of July, 1937, That the sale of the property mentioned in these proceedings made and reported by Louis J. Jira, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of August next.

The report states that the amount of sales to be $2,000.00

Frank A. Munroe, Clerk.

Filed July 22, 1937

CERTIFICATE OF PUBLICATION

Annapolis, Md. August 19, 1937

We hereby certify, that the annexed Order Nisi Sale-Equity 7175- Christian Frederick Ballman, Jr., and wife, was published in MARYLAND GAZETTE, a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of August, 1937. The first insertion being made the 29th day of July, 1937.

THE CAPITAL°GAZETTE PRESS, INC.

No. MG 3146 by Adaline S. Moss.

Filed June 2, 1948

FINAL ORDER.

ORDERED BY THE COURT, This 2nd day of June, 1948, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi,passed

in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Marvin I. Anderson, Judge.

Filed 6/2/48

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; June 4, 1948.

All of which is respectfully submitted.

Laura R. Jickling. Auditor.

Dr. Louis J. Jira,Attorney, vs Christian Frederick Ballman,Jr., and Bessie M.Ballman,his wife, in ac.

To Attorney for Fee, viz:	100.00	
To Attorney for Commission, viz:	93.41	193.41
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor- stating this account	13.50	42.25
To Attorney for Expenses, viz:		
Capital-Gazette Press-advertising sale	38.00	
Capital-Gazette Press-Order Nisi (Sale)	5.00	
Capital-Gazette Press-Order Nisi Acct).	5.00	
U. S. Fidelity & Guaranty Co. Bond premium	16.00	
U. S. Fidelity & Guaranty Co. premium renewal	10.00	
E. T. Newell & Co.-auctioneer's fee	15.00	
One-half Federal revenue stamps	1.00	
One-half State revenue stamps	1.00	
Notary fees	.50	91.50
To Attorney for Taxes, viz:		
1931 State and County Taxes	45.48	
1932 " " " "	77.39	
1933 " " " "	68.43	
1934 " " " "	50.07	
1935 " " " "	50.01	
1936 " " " "	52.11	
1937 " " " "	26.89	370.38
To The Peoples Building & Loan Ass'n of Locust Point, Inc.,mortgagee-this balance on account mortgage claim		1,316.06
		2,013.60

Amount of mortgage claim filed	4,935.89	
Cr. Amount allowed as above	1,316.06	
Balance subject to decree in personam	3,619.83	
with Louis J. Jira, Attorney named in Mortgage		Cr.
1937 July 7 Proceeds of Sale	2,000.00	
Interest on deferred payment	13.60	2,013.60
		2,013.60

ORDER NISI.

ORDERED, This 8 day of June, 1948, 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 10" day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10" day of July next.

John H. Hopkins, 3rd, Clerk.

Filed June 8, 1948

Work completed

ADA R. MILLER, Widow,	:	NO. 9267 EQUITY
vs	:	IN THE
DOLORES MAE MILLER, Single,	:	CIRCUIT COURT
DORIS MARIE MILLER, Single,	:	FOR
WILLIAM S. DONALDSON and	:	ANNE ARUNDEL COUNTY
HELEN M. DONALDSON, his wife.	:	

: : : : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Ada R. Miller, widow, complaining shows unto Your Honors:

1. That Cora B. Miller, widow, late of Washington, D. C., died in testate on or about March 3, 1945, seized and possessed of valuable real estate located in the First Election District of Anne Arundel County, Maryland, known and designated as Lots 4 and 5 of Block BB, on the Plat of Beverley Beach recorded among the Plat Records of said County in Cabinet 1,Rod A-5 folio 16.

A certified copy of said deed is filed herewith, marked "Complainant's Exhibit "A", and is prayed to be taken as a part hereof.

2. That by her last will and testament dated February 19th, 1936, the said Cora B. Miller devised the rest and residue of her estate, of which the aforementioned real estate is a part, to her two sons Edgar Miller and Orlando Miller, share and share alike. A certified copy of said will which was duly admitted to probate in the District Court of the United States for the District of Columbia and recorded in the Orphans Court for Anne Arundel County is filed herewith marked "Complainant's Exhibit B" and is prayed to be taken as a part hereof.

3. That Orlando Miller predeceased his mother on the 25th. day of September 1943 and his interest vested in his widow, the plaintiff, Ada R. Miller and his three children, the defendants , Delores Mae Miller, who is single and an infant, and Doris Marie Miller who is also single and an infant, and

4. That by deed dated January 7th. 1946 and recorded among the Land Records of Anne Arundel County on the 24th day of July, 1947, the said Edgar Miller and wife conveyed all of their interest in said real estate to the defendants Delores Mae Miller and Doris Marie Miller. A certified copy of said deed is filed herewith marked, "Complainants Exhibit C", and is prayed to be taken as a part hereof.

5. That by deed dated July 16th, 1947 and recorded among the Land Records of Anne Arundel County on the 24th day of July, 1947, Raymond O. Miller and wife conveyed all of their interest in said real estate to the defendants Dolores Mae Miller and Doris Marie Miller. A certified copy of said deed is filed herewith marked "Complainant's Exhibit D", and is prayed to be taken as a part hereof.

6. That the real estate aforesaid, consists of a bungalow and two lots as hereinbefore set forth.

7. That said real estate cannot be divided in kind between the parties in interest without loss and injury and a sale thereof is necessary and for the best interest of all the parties interested.

8. That the Complainant has entered into an agreement whereby she agreed to convey to the Defendants, William S. Donaldson and Helen M. Donaldson, his wife, the said property hereinbefore described in "Complainant's Exhibit A" and the Defendants, William S. Donaldson and Helen M.Donaldson, his wife, have agreed to purchase said property for the sum of Twenty-seven hundred dollars which your Oratrix is advised and therefore aver, is a fair and reasonable price; and that it would be for the best interest and advantage, both of the infant defendants and your Oratrix, that said contract be ratified and confirmed and that she files, herewith, the original contract marked "Complainant's Exhibit E", and prays same to be taken as a part hereof.

9. That your complainant has paid or caused to be paid the taxes on said property in the amount of $30.40 for 1946 and $29.51 for the year 1947 which amount she claims reimbursement out of the proceeds of sale.

10. That the defendants are non-residents of the State of Maryland.

11. That no notice to creditors has been given in the State of Maryland on the estate of Cora B. Miller and the inheritance tax thereon has not been paid.

TO THE END, THEREFORE:

1. That a decree may be passed for a sale of the real estate contracted to be sold.

2. That the contract be ratified and confirmed and a Trustee be appointed for the purpose of consummating the same and transferring the estate of said infants and the other parties in interest to the purchasers.

3. That the claim of Ada R. Miller be allowed out of the proceeds of sale.

4. That your oratrix may have such other and further relief as her case may require.

May it please your Honors to grant unto your oratrix the writ of Supoena directed to the infant defendants, Dolores Mae Miller and Doris Marie Miller, as well as the defendants William S. Donaldson and Helen M. Donaldson, his wife, commanding and directing them and directing each of them, on some certain day to be named therein to appear in this Court to answer the premises and abide by and perform such decree as may be passed herein, and/or also, the Order of Publication giving notice to the defendants, non-residents of this State of the objects and substance of this bill, authorizing and directing them to appear in this Court in person or by solicitor, on or before a certain day to be named therein, to show cause , if any they have, why a decree ought not be passed as prayed.

And as in duty bound, etc.

Marvin I. Anderson, Ada R. Miller

Solicitor for Complainant

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, to wit:

I hereby certify that on this 26th day of July,1947, before me, the subscriber, a Notary Public for the District of Columbia, in and for the City aforesaid, personally appeared AdA R. Miller, and made oath in due form of law that the aforegoing statements are true to the best of her knowledge, information and belief.

AS WITNESS my hand and seal Notarial.

(Notarial Seal) Angelo F. Sapienza, Notary Public.

My Commission expires Dec. 14, 1951.

Filed July 28, 1947

COMPLAINANT'S EXHIBIT "A"

Int. Rev. Stamps $3.30 Md. State Stamps $2.70

THIS DEED, Made this 23rd day of October, in the year Nineteen Hundred and forty-four, by and between the BEVERLEY BEACH DEVELOPMENT COMPANY, INCORPORATED, a body corporate of the State of Maryland, party of the first part, FRANCES C. MAYS, single, party of the second part, and CORA B. MILLER, widow, party of the third part, Witnesseth;

WHEREAS: by unrecorded contract dated February 1, 1937, the party of the first part contracted to sell the hereinafter described property to the party of the second part, and

WHEREAS: the said party of the second part has sold her interest in said property to the party of the third part and joins herein for the purpose of conveying all her right, title and interest in and to the said property to the party of the third part.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of five ($5.00) dollars and other good and valuable considerations, paid by the party of the third part to the parties of the first and second parts, receipt whereof is hereby acknowledged,the said parties of the first and second parts do hereby grant and convey unto the party of the third part, her heirs and assigns, in fee simple, subject to the hereinafter mentioned restrictions, the following described property, to wit:

ALL those two lots of ground situate, lying and being in the First Election District of Anne Arundel County, Maryland, being known and designated as Lots Nos. 4 and 5 of Block BB, on the plat of Beverley Beach recorded among the Plat Records of said County in Cabinet 1, Rod A-5, folio 16.

BEING a part of the property conveyed to the party of the first part by the Baltimore Realty and Home Builders, Inc., by deed dated August 26, 1925, recorded among the Land Records of Anne Arundel County in Liber W. M.B. No. 7, folio 336.

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

TO HAVE AND TO HOLD the land and premises hereby intended to be conveyed unto and to the proper use and benefit of the party of the third part, her heirs and assigns, in fee simple, subject to the following covenants and restrictions and agreements, which are hereby entered into by the party of the third part, her heirs and assigns, with the party of the first part, its successors and assigns, as a part of the consideration for this deed.

First: The front line of any building erected upon said lots shall be set back 40 feet from the front building line of the street or avenue upon which said lots bound and 10 feet from the adjoining property lines which said lots bound.

Second: All priveys and cess pools shall conform to the plans and specifications of the party of the first part.

Third:-No house shall be erected upon said lots at a cost of less than Fifteen Hundred Dollars and no house shall be erected on said lots except in accordance with plans and specifications approved by the party of the first part.

Fourth: Said lots or any building erected thereon shall not be sold, granted, conveyed, leased, transferred to or in any manner otherwise, owned or occupied by any negro, or person of negro descent.

Fifth: Said lots or any building erected thereon shall not be sold, granted, conveyed, leased, transferred to or in any manner otherwise occupied by any person other than a Gentile.

Sixth: No building other than a dwelling shall be erected upon said lots except pursuant to a waiver signed by the party of the first part, its successors or assigns, which waiver may be withheld by the party of the first part until the dwelling is completed.

Seventh: Said lots or any improvements thereon shall not be used as a hotel, store, club house, bath house, boarding house, lunch room, dance hall, or for any other purpose, public or quasi public, without the written consent of the party of the first part and under seal.

Eighth; No more than one house shall be erected on each 50 foot lot and no more than one garage shall be erected on each 50 foot lot without the consent of the party of the first part.

Ninth: At no time shall there by kept on the said lots any cattle, swine, horses or other livestock, all chickens and dogs to be enclosed on owner's property.

Tenth: No fence other than a hedge fence shall be maintained along the front lines of said lots.

Eleventh: The party of the first part reserves the right to enter at any time along the back five feet of said lots to install and maintain or license others to install and maintain wire,poles, pipes and apparatus above and below the ground for electric light, telephone, sewers, and water for general use, or for any other public or quasi public purpose.

Twelfth: It is expressly stated and agreed that nothing contained herein or otherwise shall constitute a dedication of any highway, street, avenue, lane,path way, beach, or beaches, shown on the plat of Beverley Beach, the title to the same being hereby expressly reserved to the party of the first part.

Thirteenth: The party of the first part hereby gives and grants to the party of the third part the right to such use of the streets, community beach shown on said plat as may be necessary or reasonable and convenient ingress and egress to and from the land hereby conveyed, but subject to such use the party of the first part expressly reserves to itself the title to both the right to occupy same or to allow others to do so in any manner that does not materially interfere with said use of ingress and egress, with the understanding, however, that the said use of the community beach is

limited to purposes of a bathing beach by the party of the third part, and is understood to be a personal covenant and not a covenant running with the land.

AND the party of the first part hereby covenants that it will warrant specially the property hereby conveyed and that it will execute such other and further assurances of the same as may be requisite.

IN TESTIMONY WHEREOF, the party of the first part has caused these presents to be executed by the hand of its President, Raymond W. Kalb, and its corporate seal hereto affixed, attested by its Secretary, Edgar S. Kalb; and witness the hand and seal of the party of the second part.

Attest:

(Corporate Seal)

EDGAR S. KALB, Secretary

Test:

Robert B. Bacon, M. D.

BEVERLEY BEACH DEVELOPMENT COMPANY,
INCORPORATED
By RAYMOND W. KALB, PRESIDENT.
Frances C. Mays (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I Hereby certify that on this 23rd day of October, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared RAYMOND W. KALB, President of the Beverley Beach Development Co., Inc., and he acknowledged the aforegoing deed to be the act and deed of said body corporate.

As witness my hand and seal Notarial.

(Notarial Seal) Mary M. Auer, Notary Public.

WASHINGTON, DISTRICT OF COLUMBIA, To wit:

I hereby certify, that on this 27th day of October, 1944, before me, the subscriber, a Notary Public of Washington, in and for the District of Columbia, personally appeared FRANCES C. MAYS, single, and she acknowledged the aforegoing deed to be her act.

As witness my hand and seal Notarial.

(Notarial Seal) Walter M. Bauman NOTARY PUBLIC.

My Commission expires, March 31, 1947

Recorded October 31, 1944, at 3:40 P.M.

STATE OF MARYLAND, Anne Arundel County, Sct:

I hereby certify that the aforegoing Deed was truly taken and copied from Liber J.H.H. No. 318, folio 256, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, the 24th day of July, A. D. 1947.

(Corporate Seal) John H. Hopkins, 3rd, Clerk.

Filed July 28, 1947

COMPLAINANT'S EXHIBIT "B" EXAMINER'S Exhibit B

LAST WILL AND TESTAMENT

OF

CORA B. MILLER

Know All Men By These Presents:

I, CORA B. MILLER, A legal resident of the District of Columbia, being of full age, and realizing the uncertainty of this life, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all former Wills by me at any time heretofore made.

1. I hereby order and direct my executors, hereinafter named, to pay all my just debts and funeral expenses as soon after my decease as convenient, and circumstances will permit.

2. I hereby give and devise unto my son,EDGAR MILLER, Lot 58 in Square 4065, same being also known as 1130 Morse Street, Northeast.

3. I hereby give and devise unto my son, ORLANDO R. MILLER, Lot 28 in Square 4525, and Lot 131 in Square 859.

4. All the rest and residue of my estate, of whatever kind and nature, whether real or personal, and wheresoever situated, now possessed or hereafter acquired, or to which I may be entitled, I hereby give, bequeath and devise unto my two sons, EDGAR MILLER and ORLANDO R. MILLER, share and share alike.

LASTLY, I hereby make, constitute and appoint my two sons, EDGAR MILLER and ORLANDO R.MILLER EXecutors of this, my Last Will and Testament, and I authorize them to do all things necessary and proper to carry this Will into effect.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this 19th day of February, A. D. 1936.

CORA B. MILLER (SEAL)

SIGNED, SEALED, PUBLISHED AND DECLARED by CORA B. MILLER, the above-named testatrix, as and for her Last Will and Testament, in our presence, and at her request, and in her presence, and in the presence of each other, we have hereunto subscribed our names as attesting witnesses.

Witnesses:

JAMES R. PEED
Address 1130-Morse, N.E.
CHARLES T. GOLDEN
Address: 2215 Taylor St., N.E.

DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA. Holding Probate Court.
DISTRICT OF COLUMBIA, to wit:

On this 23rd day of March, A. D. 1945, personally appeared Thomas B. Heffelfinger, who on oath says that he does not know of any will or codicil of Cora B. Miller late of said District, deceased, other than the instrument of writing hereunto annexed dated February 19th. 1936; that he received the same from Edgar Miller, son of decedent, and that said Cora B. Miller died on or about the 3rd. day of March, 1945.

THOMAS B. HEFFELFINGER
Address 1005 Investment Building.

Sworn to and subscribed before me on the day aforesaid.

Ella A. Brown,
Deputy, Register of Wills for the District of Columbia, Clerk of the Probate Court.

DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA. Holding Probate Court.
DISTRICT OF COLUMBIA, to wit:

On this 28th. day of March, A.D. 1945, personally appeared JAMES R. PEED, who on oath says that he is one of the subscribing witnesses to the foregoing paper-writing dated the 19th day of February, A.D. 1936, purporting to be the last will and testament of Cora B. Miller, deceased, late of the District of Columbia, that the Testatrix therein named signed said will in his presence,that said Testatrix published, pronounced and declared the same to be her last Will and Testament,that at the time of so doing said Testatrix was, to the best of affiants apprehension, of sound and disposing mind, and capable of executing a valid deed or contract; and that affiants name, as witness, to tge aforesaid will was signed in the presence and at the request of TestaTRIX and in the presence

of Charles T. Golden, the other subscribing witness, who also signed in the presence of the affiant, and in the presence and at the request of the Testatrix.

JAMES R. PEED

Address: 5801-Temple Rd. Temple Hills,Md.

Sworn to and subscribed before me on the day aforesaid

Thomas A. Scalley,

Deputy, Register of Wills for the District of Columbia,

Clerk of the Probate Court.

DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA, HOLDING PROBATE COURT

District of Columbia, to wit:

On this 14th day of April, A.D.,1945, personally appeared CHARLES T. GOLDEN, who on oath says that he is one of the subscribing witnesses to the foregoing paper-writing dated the 19th day of February, A. D. 1936, purporting to be the last will and testament of Cora B. Miller, deceased, late of the District of Columbia, that the Testatrix therein named signed said will in his presence; that said Testatrix published, pronounced and declared the same to be her last will and testament; that at the time of so doing said Testatrix was, to the best of affiants apprehension, of sound and disposing mind, and capable of executing a valid deed or contract; and that affiants name as witness, to the aforesaid will was signed in the presence and at the request of Textatrix and in the presence of James R. Peed, the other subscribing witness, who also signed in the presence of the affiant, and in the presence and at the request of the Testatrix.

CHARLES T. GOLDEN.

Address 2215 Taylor Street,N.E.

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

Thomas A. Scalley

Deputy, Register of Wills for the District of Columbia,

Clerk of the Probate Court.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE

DISTRICT OF COLUMBIA.

In re:

Estate of CORA B. MILLER, deceased.) Adm. No. 65-144

ORDER FOR PROBATE AND LETTERS TESTAMENTARY WITH GENERAL UNDERTAKING

Upon consideration of the petition of Edgar Miller for probate and for letters testamentary filed herein on the 4th day of April, 1945, and it appearing to the satisfaction of the Court that the last will and testament of Cora B. Miller, deceased, bearing date the 19th. day of February, 1936, has been proven, and that the adult heir-at-law of the said decedant has filed his consent herein, and that the answer of the guardian ad litem appointed herein for Dolores Mae Miller and Doris Marie Miller, infant heirs-at-law and next of kin, has been filed and no objections having been filed, it is by the Court this 22nd. day of May, 1945,

ADJUDGED, ORDERED AND DECREED that the said will be and is hereby admitted to probate and record as a will of real and personal property, and that letters testamentary are granted and shall issue to Edgar Miller, the executor named in said will, provided he first file his undertaking in the penal sum of one thousand ($1,000) Dollars with surety approved by the Court,conditioned for the faithful performance of his trust, provided he files a power of attorney in

compliance with Title 20, sec. 118 of the Code of Laws for the District of Columbia (1940).

F. WILLIAM LEWIS , Justice

DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA HOLDING PROBATE COURT.

D I S T R I C T O F C O L U M B I A

to wit:

T H E U N I T E D S T A T E S O F A M E R I C A

To all persons to whom these presents shall come. GREETING:

KNOW YE, THAT THE LAST WILL AND TESTAMENT OF CORA B. MILLER late of the District of Columbia, deceased, hath in due form of law been exhibited, proved, and recorded in the office of the Register of Wills of the District of Columbia, Clerk of the Probate Court, a copy of which is to these presents annexed, and administration of all the money, goods, chattels, rights and credits of the deceased is hereby granted and committed unto Edgar Miller, the Executor by the said Will appointed.

WITNESS the Honorable Bolitha J. Laws, Chief Justice of said Court, this 28th day of May,A.D.1945.

ATTEST: VICTOR S. MERSCH

Register of Wills for the District of Columbia,

Clerk of the Probate Court.

DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA Holding Probate Court

DISTRICT OF COLUMBIA, to wit:

I, Theodore Cogswell, Register of Wills for the District of Columbia, Clerk of the Probate Court, having by law the custody of the seal and of all the records, books,documents, and papers of, or appertaining to said Court, HEREBY CERTIFY the papers hereto annexed to be true copies of papers on file and of record in the Office of said Court, to wit: The last Will and Testament of CORA B. MILLER, deceased, the Proofs of the subscribing witnesses thereto; the Decree of the Court admitting said Will to probate and record and Letters Testamentary issued unto Edgar Miller, May 28, 1945.

I Further Certify, That said Will was duly executed, proved, and admitted to probate and record in accordance with the laws and usuages of the District of Columbia and that the probate of said Will has not been set aside or annulled.

WITNESS my hand and the seal of the Probate Court, this _ day of July A. D., 1947.

MARION MARGRES

Deputy, Register Wills for the District of Columbia,

Clerk of the Probate Court.

STATE OF MARYLAND

ANNE ARUNDEL COUNTY

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records,and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Copy of the Last Will and Testament of CORA B. MILLER late of Washington, D. C. deceased, taken from the copy filed and Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 24th day of July in the year of our Lord nineteen hundred and forty-seven.

R. Glenn Prout

(Court Seal) Register of Wills for Anne Arundel County.

Filed July 28, 1947

COMPLAINANT'S EXHIBIT "C"

QUIT CLAIM DEED

No stamps required

THIS DEED, Made this 7th. day of January, in the year one thousand nine hundred and Forty-six by and between EDGAR MILLER and IDA MILLER, his wife, parties of the first part, DOLORES MAE MILLER and DORIS MARIE MILLER, parties of the second part:

WITNESSETH, That the parties of the first part, for and in consideration of Ten Dollars have granted, released, and forever quit-claim, and do hereby grant, release, and forever quit-claim unto the parties of the second part the following described land and premises, situate, lying and being in Anne Arundel County, State of Maryland, and distinguished as:

ALL those two lots of ground situate, lying and being in the first Election District of Anne Arundel County, Maryland, being known and designated as Lots Nos. Four (4) and Five (5), of Block BB, on the Plat of Beverley Beach, recorded among the Plat Records of said County in Cabinet 1 , Rod A-5, folio 16.

Being a part of the property conveyed to the Beverly Beach Development Company, Incorporated, by the Baltimore Realty and Home Builders, Inc., by deed dated August 26th, 1925, recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 7, folio 336, and

Being the same property conveyed to Cora B. Miller,widow, by the Beverley Beach Development Company, Incorporated, and Frances C. Mays, by deed dated October 23, 1944, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 318, folio 256.

Together with all and singular the improvements, ways, easements, rights, privileges and appurtenances to the same belonging, or in anywise appertaining, and all the estate, right, title interest and claim, either at law or in equity, or otherwise however, of the parties of the first part, of, in, to, or out of the said land and premises.

TO HAVE AND TO HOLD, the above released land and premises unto and to the use of the parties of the second part, their heirs and assigns forever.

WITNESS our hands and seals the day and year hereinbefore written.

Signed, sealed and delivered in
the presence of--
MARVIN E. WEST (as to both)

EDGAR MILLER (SEAL)
IDA MILLER (SEAL)

COUNTY OF CALVERT, STATE OF MARYLAND, TO WIT:

I Marvin E. West, a Notary Public in and for the County and State aforesaid, do hereby certify that EDGAR MILLER and IDA MILLER, his wife, parties to certain Deed bearing date of the 7th day of January, 1946, and hereto annexed personally appeared before me in said County and State aforesaid, the said EDGAR MILLER and IDA MILLER, being personally well known to me as the persons who executed the said Deed, and acknowledged the same to be their act and deed.

GIVEN under my hand and seal this 7th day of January, 1946.

(Notarial Seal) MARVIN E. WEST (SEAL)

My Commission Expires: May 5, 1947 Notary Public, Md.

Recorded July 24th, 1947 at 2:10 A .M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I Hereby certify that the aforegoing Deed is a true copy of a Deed left for Record July 24th, 1947, and will be recorded in Liber J.H.H. No.____ folio ____,one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 24th day of July, A. D., 1947.

(Court Seal) John H. Hopkins, 3rd, Clerk.

Recorded July 28, 1947.

EXAMINER'S EXHIBIT "D" (No. 9267 Equity)

No Stamps Required.

THIS DEED, Made this 16 day of July in the year Nineteen hundred and forty seven by and between RAYMOND O. MILLER and MARGIE D. MILLER, his wife, parties of the first part and DOLORES MAE MILLER and DORIS MARIE MILLER, parties of the second part, all of the City of Washington, in the District of Columbia.

WITNESSETH, That for and in consideration of the sum of Ten ($10.00) dollars and other good and valuable considerations paid by the said parties of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part have bargained and sold and by these presents do grant and convey all their right, title, interest and estate to the parties of the second part, as tenants in common, their heirs and assigns, in fee simple, in the following property to wit:

ALL those two lots of ground situate, lying and being in the First Election District of Anne Arundel County, Maryland, designated as lots Numbers Four (4) and Five (5) of Section "BB" on the plat of Beverley Beach, recorded among the Plat Records of Anne Arundel County in Cabinet 1 Rod A5 folio 16.

Being the same property which was conveyed to Cora B. Miller by the Beverley Beach Development Company,et al, by deed dated October 23, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 318, folio 256, and being a part of the said property which was devised to Edgar Miller and Orlando Miller by the said Cora B. Miller by her last Will and testament duly recorded among the Testamentary Records of Anne Arundel County, the said Orlando Miller having predeceased his mother the said Cora B. Miller and his interest in the said property vested in Ada R. Miller, his widow, and Raymond O. Miller, Dolores Mae Miller and Doris Marie Miller, his children and only heirs at law.

Subject, however, to the conditions and restrictions of record.

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

TO HAVE AND TO HOLD the above property with its appurtenances unto and to the proper use and benefit of the parties of the second part, as tenants in common, their heirs and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they will warrant specially the property hereby conveyed and that they will execute such other and further assurances thereof as may be requisite.

WITNESS the hands and seals of the above named grantors.

TEST: RAYMOND O. MILLER (SEAL)

ABE RUBIN MARGIE D. MILLER (SEAL)

DISTRICT OF Columbia, City of Washington, To Wit:

I hereby certify that on this 16 day of July in the year Nineteen Hundred and forty--seven, before me, the subscriber, a Notary Public of the District of Columbia, in and for the City of Washington aforesaid, personally appeared Raymond O. Miller and Margie D. Miller, his wife, andthey each acknowledged the aforegoing deed to be their act and deed.

WITNESS my hand and seal Notarial,

(Notarial Seal.) ABE RUBIN , Notary Public

My commission expires June 30, 1948

Recorded July 24th,1947,at 2:10 P.M.

State of Maryland, Anne Arundel County, Sct;

I Hereby Certify, that the aforegoing is a true copy of a Deed left for record July 24th, 1947, and will be recorded in Liber J.H.H. No. _____ Folio _____, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 24th day of July, A. D., 1947.

(Court Seal) John H. Hopkins, 3rd, Clerk.

Filed July 28, 1947

Complainant's and Examiner's Exhibit "E"

THIS AGREEMENT, Made this 17th day of July nineteen hundred and forty seven, between Ada R. Miller, widow, and Dolores Mae Miller, single, and Doris Marie Miller, single, Infants, of the first part, and William S. Donaldson and Helen M. Donaldson, his wife, of the second part.

WITNESSETH, that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purxhase from the former, the following described property, situate and lying in the First Election District of Anne Arundel County,Maryland, designated as Lots Four and Five of Section "BB" on the plat of Beverley Beach, recorded among the Plat Records of Anne Arundel County in Cabinet 1 Rod A-5 folio 16.

At and for the price of Twenty seven hundred dollars of which One hundred dollars and forty cents have been paid prior to the signing hereof and the balance to be paid as follows: Cash upon ratification of sale by the Circuit Court for Anne Arundel County.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes,to be adjusted to day of settlement and cost of Documentary stamps to be borne equally.

WITNESS our hands and seals.

Ada R. Miller (SEAL)

Dolores Mae Miller (SEAL)

Doris Marie Miller (SEAL)

William S. Donaldson (SEAL)

Helen M. Donaldson (SEAL)

Filed 28 July, 1947

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of William S. Donaldson and Helen M. Donaldson, his wife, to the Bill of Complaint of Ada R. Miller against them in this cause exhibited, respectfully shows:

That these defendants admit the sale and purchase of the property, and consent to the passage of such decree as may be necessary to carry out the terms of the contract.

William S. Donaldson

Helen M. Donaldson

Filed July 28, 1947

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ada R. Miller, the Complainant in this cause, mother of the infants, Delores Mae Miller and Doris Marie Miller, respectfully shows:

That the said infant_ has been duly served with the Subpoena as provided by law, but being infants, cannot answer and defend this suit for themselves.

Your Petitioner, therefore, prays your Honors to appoint a guardian ad litem to appear and answer for the said infant Defendants.

And as in duty bound, etc.

Marvin I. Anderson,

Solicitor for Petitioner.

Filed 2 August, 1947

ORDER THEREON.

Ordered this 5 day of August, 1947, by the Circuit Court for Anne Arundel County, in Equity, upon the foregoing Petition that Myrtle Sturm be and she is hereby appointed guardian ad litem, to appear and answer for Dolores Mae Miller and Doris Marie Miller, infant defendants in the above case.

William J. McWilliams, Judge.

Filed 5 August, 1947

PETITION FOR APPOINTMENT OF SPECIAL STENOGRAPHER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ada R. Miller, the Complainant in the above case respectfully shows:

That the above case is at issue and she desires to take testimony, but the Court Stehographer is on her vacation.

Your Petition, therefore, prays that a special stenographer be appointed to take the testimony in this case.

And as in duty bound, etc.

Marvin I. Anderson,

Solicitor for Petitioner

Filed 2 August, 1947

O R D E R

Ordered this 5" day of August, 1947, __the Circuit Court for Anne Arundel County upon the aforegoing Petition that Frances J. Fink, a stenographer in the office of Marvin I. Anderson, Attorney at Law be and she is hereby appointed Special Stenographer for the purpose of taking testimony in the above entitled case.

William J. McWilliams, Judge.

Filed 5 August, 1947

A N S W E R

The Answer of Dolores Mae Miller, single, and Doris Marie Miller, single, by Myrtle Sturm guardian ad litem, duly appointed by Order of this Court, to the Bill of Complaint of Ada R.Miller, against them in this cause exhibited, respectfully shows:

These Defendants, being infants, cannot admit any of the matters and things in said bill alledged, and submit their rights thereunder to the protection of the Court.

Myrtle Sturm,Guardian Ad Litem

Filed August 6, 1947

TESTIMONY ON BEHALF OF THE PLAINTIFF.

PRESENT:

Mr. Marvin I. Anderson, Solicitor for Plaintiff.

Mrs. Ada R. Miller.

Delores Mae Miller.

Doris Marie Miller.

Mr. William S. Donaldson.

Mr. Edgar S. Kalb.

Mr. Frederick S. Crismond.

Mr. John S. Strahorn, Examiner

Frances J. Fink, Stenographer.

WITNESSES: Pages

Mrs. Ada R. Miller - 2 to 4

Mr. William S. Donaldson - 5

Mr. Edgar S. Kalb - 6 to 7

Mr. Frederick S. Crismond - 8 to 9

Mrs. Ada R. Miller, a witness of lawful age, after being first duly sworn, deposes and says:

(By Mr. Anderson)

1. Your name and address.

A.- Ada R. Miller, 732 Croissant Place, N.E., Washington, D. C.

2. You are married or single?

A. I am a widow.

3. When did your husband die?

A. September 25, 1943.

4. What was your husband's name?

A. Orlando Miller.

5. Who was Cora B. Miller?

A. My husband's mother.

6. When did Cora B. Miller die?

A. About March 3rd, 1945.

7. Did she own any real estate in Anne Arundel County?

A. Yes, Lots 4 and 5, Block BB, Beverley Beach.

°°°Certified copy of deed from Beverley Beach Development Co.to Cora B. Miller offered in evidence as Examiner's Exhibit A °°°

8. Did Cora B. Miller leave a Last Will and Testament?

A. What we gave you, that was the last thing there was; that's all I know of.

9. Is this the will that you referred to?

A. Yes.

°°°Certified copy of Will of Cora B. Miller offered in evidence and marked Examiner's Exhibit B.°°°

10. Orlando Miller, your husband, died on September 25th, 1943.

A. That's right.

11. And who did he leave surviving him?

A. Ada R. Miller and three children; Delores Mae Miller,who is single and an infant, Doris Marie Miller, who is single and an infant, and Raymond O. Miller, who is married to Margie D. Miller.

12. Are they all of the children of Orlando Miller?

A. Yes.

13. Has Edgar R. Miller and his wife conveyed their interest in the property to Delores Mae

Miller and Doris Marie Miller?

A. Yes.

°°°Certified copy of deed from Edgar R. Miller and wife to Delores Mae Miller and Doris Marie Miller offered in evidence and marked Examiner's Exhibit C.°°°

14. Has Raymond O. Miller and his wife conveyed their interest in the property to Delores Mae Miller and Doris Marie Miller?

A. Yes.

°°°Certified copy of deed from Raymond O. Miller and wife to Delores Mae Miller and Doris Marie Miller offered in evidence and marked Examiner's Exhibit D.°°°

15. What does the real estate consist of?

A. Two lots known as Lots 4 and 5, Block BB at Beverley Beach improved by a four-room stucco cottage with water and electricity.

16. How far is it from the water front?

A. About 2000 feet from the Beach.

17. Can the property be divided among the parties interested?

A. No, the cottage is built on the two lots.

18. What in your opinion is necessary and for the best interest of all of the parties concerned?

A. Selling the property and dividing the money.

19. Have you entered into a contract of sale for the property?

A. Yes, I have contracted to sell the property to Mr. William S. and Mrs. Helen M.Donaldson, his wife for the sum of $2700.00.

20. Is that price in your opinion fair and reasonable?

A. Yes, it is to me and the children have agreed.

21. Do you feel that it would be to the best interest of the infant defendants as well as yourself to sell the property for the price mentioned in the contract?

A. Yes.

22. Since your husband died have you been able to make use of the property?

A. No, I haven't. It has been pratically unoccupied since March, 1945.

°°°Original Contract of Sale offered in evidence as Examiner's Exhibit E.°°°

23. Have you paid the taxes on the property for the years 1946 and 1947?

A. Yes.

24. And the total amount of these taxes were $59.91.

A. Yes.

25. And you are asking the Court to allow you this amount out of the proceeds of sale?

A. Yes.

26. Has Notice to Creditors been given in the State of Maryland on the Estate of Cora B. Miller?

A. No.

26. Has the inheritance tax on the property been paid?

A. No.

27. Is the property now in a condition where by it would be profitable for you and the children to keep it.

A. To me it is a dead expense. I have no way to take care of it and no way to pay the expenses such as taxes, insurance and the cost of repairs.

To the General Question under the rule the witness says:-

A. No.

Ada R. Miller

Mr. William S. Donaldson, a witness of lawful age,having first been duly sworn deposes andsays;

(By Mr. Anderson)

1. Mr. William S. Donaldson, your address?

A 425 Butternut Street, Southwest, Tacoma Park, 12, D. C.

2. You and your wife have contracted to purchase this property from Mrs. Miller subject to the Court's approval, is that correct?

A. That is correct.

3. You are ready and willing to carry out the contract if the Court ratifies the sale?

A. I am.

4. I show you Examiner's Exhibit E and ask you is that the contract you entered into?

A. That is the contract.

5. Are you authorized to speak for your wife also?

A. I am.

To the General Question under the rule the witness says:-

A. No.

William S. Donaldson.

Mr. Edgar S. Kalb, a witness of lawful age, having been first duly sworn deposes and says:-

(By Md. Anderson)

1. Your name and address.

A. Edgar S. Kalb, Mayo, Md.

2. Mr. Kalb, you are familiar with the real estate in Beverley Beach?

A. Generally.

3. Are you familiar with the property involved in this case namely lots 4 and 5, Block BB, Beverley Beach.

A. I am.

4. What does the property consist of?

A. A four-room stucco bungalow, that's the improvements.

5. How far is it from the beach?

A. Approximately 2000 feet.

6. How does it compare with the average cottage in Beverley Beach?

A. It would be on the lesser value side.

7. What is its condition at the present time?

A. It is badly in need of repairs; the roof needs rather extensive repairs and the proch needs repairs; some of the saches need replacing, the toilet will have to be completely rebuild and the well will have to be completely overhauled; the house will have to be painted and many screens will have to be replaced.

8. Is the house occupied?

A. No, except by trespassers.

9. How long have you been selling real estate in Beverley Beach?

A. Since 1925.

10. In your opinion what is the fair value of this property?

A. The fair value in its condition would be about $2500.00.

11. Can the property be divided?

A. No.

12. What, in your opinion, from the standpoint of the infants involved would be the best thing to do with the property?

A. Well, I would have to answer that bearing in mind the statement that they have no means to occupy the property or to care for it therefore, in my opinion it would be in the best interest to dispose of an asset which they cannot maintain.

To the General Question under the rule the witness says:-

A. No.

Edgar S. Kalb

Mr. Frederick S. Crismond, a witness of lawful age, being first duly sworn deposes and says:

(By Mr. Anderson)

1. Your name?

A. Frederick S. Crismond.

2. Mr. Crismond, you live at---

A. Mayo, Maryland.

3. How long have you lived there?

A. 25 years.

4. Are you familiar with the value of real estate in the Beverley Beach section?

A. Yes.

5. Have you gought or sold any property in that vacility?

A. Yes.

6. Has that been recently?

A. Yes.

7. Are you familiar with the property involved in this case, namely lots 4 and 5, Block BB, Beverley?

A. Yes.

8. What do the improvements on these lots consist of?

A. Two lots and a four-room bungalow; the bungalow being in much need of repair.

9. Are you qualified to express an opinion as to the fair value of that property?

A. Yes.

10. What is the fair value of the property in your opinion?

A. In its present condition about $2450.00.

11. What is the condition of the property at present?

A. It is badly in need of repairs; such as roof, rafters, painting, well, toilet and pump. The electric power is for lights only, therefor if you have a well bored you would have to go to the expense of an electric pump, as there is no electric pump or sanitation. Therefore, in my opinion the property is not livable in its present condition.

12. Is the property susceptible to division among to or more parties?

A. No.

13. In your opinion what would be the best thing to do with the property from the standpoint of the parties involves including the infants?

A. After hearing the testimony, I think the best thing to do is to sell the property and divide the money to prevent further loss.

To the General Question under the rule the witness says:-

A. No.

Frederick S. Crismond.

There being no other witnesses to be examined on behalf of the plaintiff at this time, and

no further testimony desired on his behalf, this testimony is now closed, and, at request of plaintiff's solicitor, is returned to the Court.

Witness my hand and seal this 14th day of August, 1947.

Jno. S. Strahorn. (Seal) Examiner.

Filed 14 August, 1947

SUBMISSION FOR DECREE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above case is respectfully submitted for decree, and the 41 General Equity Rule is hereby waived.

Marvin I. Anderson

William S. Donaldson

Helen M. Donaldson

Myrtle Sturm,Guardian ad litem

Filed 14 August, 1947

D E C R E E

This cause standing ready for hearing and having been submitted on Bill, Answer and Testimony, and all the proceedings having been read and considered, and there being filed in this case an agreement on behalf of all parties in interest for the immediate passage of a decree and it appearing to the Court that the Petition or Bill filed herein is that of Ada R. Miller, the widow of Orlando Miller; and that the infant defendants have been duly summoned and have appeared in these proceedings and have answered by their guardian ad litem duly appointed by this Court; and it further appearing to the Court by the testimony from discreet and responsible witnesses taken before the Examiner of this Court, who state in their depositions, the value and quantity of the property and the facts and circumstances, that it would be for the benefit and advantage of said infant defendants, that a decree for the sale of the land and property described in these proceedings and set forth in the Bill of Complaint should be passed; and it further appearing to the Court for the benefit and advantage of the infant defendants herein that the property aforesaid be sold for the price and on the terms and conditions set out in the Agreement of Sale and Purchase between Ada R. Miller, widow, et al and William S. Donaldson and Helen M. Donaldson, his wife, filed with the Bill in this case, marked "Complainants' Exhibit E" and that the said property would not be susceptible of division in kind now or hereafter among those in title

NOW THEREFORE, IT IS ADJUDGED, ORDERED AND DECREED this 25 day of August, 1947, by the Circuit Court for Anne Arundel County, in Equity, that the property and land mentioned and described in these proceedings aforesaid, in said Agreement of Sale and Purchase, and in the Bill of Complaint set forth, be sold accordingly; and it is hereby further ADJUDGED, ORDERED AND DECREES that the aforesaid Agreement of Sale and Purchase dated the 17th day of July, 1947, made by and between Ada R. Miller, et al, and William S. Donaldson and Helen M. Donaldson, his wife, be and the same is hereby ratified, confirmed and approved; and that Marvin I. Anderson be and he is hereby appointed Trustee for the purpose of conveying the property aforesaid to the said purchasers, William S. Donaldson and Helen M. Donaldson, his wife, and the said Marvin I. Anderson upon payment of the whole purchase money mentioned in said Agreement, but not before, as Trustee aforesaid, shall, by a good and sufficient deed, to be executed and acknowledged by him as said Trustee, convey to the said William S. Donaldson and Helen M. Donaldson, his wife, as tenants by the entireties, their heirs and assigns, the aforesaid property and land, free, clear and discharged from

all claims of the parties hereto, both plaintiff and defendants, and those claiming by, through, from or under them, or any of them, in accordance with the terms and conditions of said Agreement of Sale and Purchase; and after receiving the same, the said Trustee shall being into this Court the money arising from the said sale to be distributed under the direction of this Court, after deducting therefrom, the Court cost of these proceedings and such attorney's fee and commissions as may be allowed the said Trustee as such Trustee; and the said Marvin I. Anderson, Trustee aforesaid, is hereby required to file in this court a bond with surety in the penalty of 3000.00 dollars, to be approved by the Court or the Clerk thereof.

And it appearing to the Court from the testimony in this case that there has been no administration on the estate of Cora B. Miller,in the State of Maryland the Trustee is directed to give notice in some newspaper published in Anne Arundel County, once a week for four successive weeks before the 1" day of November, 1947, to the creditors of the said Cora B. Miller to file their claims herein.

And it is further, ADJUDGED, ORDERED and DECREED that there is due and owing Ada R. Miller the sum of Fifty nine dollars and ninety one cents for taxes paid by her for the years of 1946 and 1947 and the Auditor is directed to allow her same when stating the account.

William J. McWilliams, Judge.

Filed 25 August, 1947

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, Marvin I. Anderson, Trustee,as Principal, and Myrtle Sturm, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand dollars, to be paid to the State of Maryland aforesaid; to the payment whereof, well and truly to be made, we hereby bind ourselves, our and each of our heirs, personal representatives and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 28th day of August ,in the year Nineteen Hundred and forty-seven.

WHEREAS, the above bounden Marvin I. Anderson, by virtue of a Decree of the Circuit Court for Anne Arundel County, has been appointed Trustee in the case of Ada R. Miller, widow vs. Dolores Mae Miller, infant, et al, No. 9267 Equity, now pending in said Court, to convey the real estate mentioned in said proceedings to William S. Donaldson and Helen M. Donaldson, his wife.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such that if the above bounden, Marvin I. Anderson, Trustee, does and shall well and faithfully perform the trust reposed in him by said Decree, or that may be reposed in him by any future Decree or Order in the premises, then this obligation to be void, otherwise to remain in full force and virtue in law.

Witness: Marvin I.Anderson, Trustee (SEAL)

Frances J. Fink Myrtle Sturm (SEAL)

Sept. 2, 1947 APPROVED: John H. Hopkins, 3rd, CLERK.

Filed Sept. 2, 1947

REPORT OF SALE AND ORDER OF COURT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Marvin I. Anderson, Trustee, duly appointed by the Decree of this Court dated the 25th day of August, 1947, in these proceedings, to convey the property in these proceedings to William S. Donaldson and Helen M. Donaldson, his wife, the purchasers, respectfully shows unto your Honors:

1. That in compliance with the Decree of this Court in these proceedings, dated the __ day of August, 1947, appointing him Trustee to convey the property to the purchasers mentioned in these proceedings, the said Marvin I. Anderson, Trustee duly filed his bond in the penalty of Three Thousand dollars ($3,000.00) conditioned for the faithful performance of the duties imposed upon him as such Trustee, with Myrtle Sturm as sureth thereon, in these proceedings.

2. That on the 18th day of September, 1947, the said Marvin I. Anderson, Trustee, duly executed and acknowledged and delivered to William S. Donaldson and Helen M. Donaldson, his wife, a deed conveying to them the purchasers, the property in these proceedings mentioned and described in the Agreement of Sale and Purchase filed in these proceedings, and to their heirs and assigns, free and clear and discharged from all claims of the parties hereto, both plaintiffs and Defendants and those claiming, by, through, or from or under them or any of them, in accordance with the terms of said Agreement of Sale and Purchase, as directed by this Court's Decree; the said Marvin I. Anderson, Trustee, first having received the whole purchase money, to wit, Twenty seven hundred Dollars ($2700.00) subject to costs, expenses, commissions and fee, for distribution among those entitled.

3. That the said Marvin I. Anderson, Trustee, in compliance with the decree of this Court aforesaid, now brings into this Court the money arising from the sale aforesaid, to wit, the balance of Twenty-seven hundred dollars to be distributed among Ada R. Miller, widow, and Dolores Mae Miller , infant and Doris Marie Miller, infant, defendants, after deducting therefrom the costs of these proceedings, expenses and such commissions and fee as may be allowed the said Trustee by this Court in consideration of the performance of his duties as such Trustee.

WHEREFORE, the said Marvin I. Anderson, Trustee, prays the Court to refer the papers in these proceedings to the Auditor of this Court to state an Account herein, accordingly, so that the said Trustee may pay out and distribute the said purchase money in his hands under the direction of this Court.

And, as in duty bound, etc.,

Marvin I. Anderson,

Solicitor and Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 19th day of September, 1947, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Marvin I. Anderson, Trustee, and made oath in due form of law that the matters and facts stated in the above Report are true as therein stated, and that the sale was fairly made.

WITNESS my hand and seal Notarial.

(Notarial Seal) Frances J. Fink, Notary Public

Filed September 19, 1947

O R D E R OF COURT

Upon the above Report and Affidavit, it is hereby Ordered by the Circuit Court for Anne Arundel County, in Equity, this 24" day of September, 1947, that the papers in these proceedings be and they are hereby referred to the Auditor of this Court to State an Account herein distributing the purchase money, to wit: Twenty seven hundred dollars ($2700.00) among the heirs at law of Orlando Miller, namely, Ada R. Miller, Widow, Dolores Mae Miller,infant and Doris Marie Miller, infant, as their interests may appear, after deducting thereform the costs of these proceedings in this Court,

expenses and the usual commissions and fee which are hereby allowed the Trustee appointed by this Court in consideration of the performance of his duties as such Trustee

William J. McWilliams, Judge.

Filed 24 September, 1947.

CERTIFICATE OF PUBLICATION

NOTICE TO CREDITORS OF CORA B. MILLER.

The creditors of Cora B. Miller, deceased, are hereby notified to file their claims in the case of Ada B. Miller, widow, vs. Dolores Mae Miller, infant, et al, No. 9207 Equity, with the Clerk of the Circuit Court for Anne Arundel County, with the vouchers whereof, on or before November 1, 1947, or they may otherwise, by law, be excluded from all benefit of said estate.

MARVIN I. ABDERSON, Trustee

Annapolis, Md. October 15, 1947.

We hereby certify that the annexed NOTICE TO CREDITORS - CORA B. MILLER was published in EVENING CAPITAL, a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 6 successive weeks before the 1 day of November, 1947. The first insertion being made the 4th day of September, 1947.

THE CAPITAL-GAZETTE PRESS, INC.

Nd. E.C. 6482 By Edith Cook

Filed November 3, 1947.

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 entitle cause and from them he has stated the within account; November 3, 1947.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Ada R. Miller,Widow, vs Dolores May Miller Infant, et al		In ac.
To Trustee for Commissions	112.50	
To Trustee for Fee (Order 9/24/47)	100.00	212.50
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	29.50	
Jos. W. Alton,-Sheriff's costs	2.85	
Auditor- stating this account	13.50	55.85
To Trustee for Expenses, viz:		
Capital-Gazette Press- notice to creditors	5.00	
Capital-Gazette Press -Order Nisi (Acct.)	5.00	
Myrtle Sturm-Guardian ad Litem's fee	4.00	
John S. Strahorn- examiner's fee	8.00	
Frances J. Fink-stenographer (special)	5.00	
Register of Wills-certified copy will	3.52	
Clerk of Court- certified copy of deed	4.25	
Clerk of Court-recording two deeds	5.50	
One-half Federal revenue stamps	1.15	
One-half State revenue stamps	1.15	
Frances J. Fink- notary public	.50	43.07

To Trustee for Claims Filed, viz:

Ada R. Miller- amount paid for 1946 and 1947 taxes	59.91	
BALANCE FOR DISTRIBUTION under Will of Cora B. Miller and subsequent conveyances from Edgar Miller and Raymond O. Miller to Dolores Mae and Doris Marie Miller- $2,338.28		
Distributed as follows:		
R. Glenn Prout, Register of Wills-1% direct inheritance tax	23.37	
Ada R. Miller,Widow of Orlando Miller 2/12 of balance ($2,313.91)	385.65	
Dolores Mae Miller,daughter of Orlando Miller-5/12 balance	964.13	
Doris Marie Miller,daughter of Orlando Miller-5/12 of balance	964.13	$2,337.28
		2,708.61

With Marvin I. Anderson, Trustee Cr.

1947

July 17 Proceeds of Sale	2,700.00
Refund 1947 State and County taxes (3½ months)	8.61
	2,708.61

Filed November 3, 1947

ORDER NISI

ORDERED This 3rd day of November,1947,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 6" day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County,once in each of three successive weeks before the 6" day of December next.

John H. Hopkins , 3rd, Clerk.

Filed November 3, 1947.

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 8, 1947

We hereby certify, that the annexed Order Nisi-ANNE H. Miller was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County,Maryland,once a week for 3 successive weeks before the 6th day of December,1947. The first insertion being made the 4th day of November 1947.

THE-CAPITAL GAZETTE PRESS, INC.

No. E.C._ By Shirley McDonald.

Filed December 9, 1947

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT ,this 11th day of December,1947,that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed,no cause to the contrary having been shown,and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark, _____

Filed December 11, 1947

IN THE MATTER OF	:	No. 9270 EQUITY
CHANGE OF NAME	:	IN THE CIRCUIT COURT
OF	:	FOR
JOHN HOLMES CHENOWITH.	:	ANNE ARUNDEL COUNTY.

: : : : : : : :

To the Honorable, the Judge of the said Court.

The petition of John Holmes Chenowith, an infant, by Mae C. McCready his Mother and Next Friend; by John S. Strahorn, his Solicitor, respectfully shows:

1. That he is seventeen years of age, and a resident of Anne Arundel County, Maryland, where he has resided with his Mother, the said Mae C. McCready, all his life.

2. That he desires to have his surname changed, from Chenowith, the name of his Mother before her divorce from Charles M. Chenowith, his father, had in this Court on the 6th day of June, 1933, to John Holmes McCready; the custody of your petitioner having been awarded to said Mae C. McCready by the said decree of said last mentioned date, in No. 1132 Divorces in this Court, said decree having been filed in said cause on the 8th day of June, 1933; and your petitioner shows to the Court that he has lived with the said Mae C. McCready and has been provided for solely by her, without any help from his father.

3. That he desires that his name be changed to that of his Mother, to-wit: McCready, instead of Chenowith; so that he may, in the future be known as John Holmes McCready, instead of John Holmes Chenowith.

Your petitioner, therefore, respectfully prays the Court to pass an order in the premises, changing his name from John Holmes Chenowith to John Holmes McCready.

And as in duty bound, etc.

Jno. S. Strahorn,
Solicitor.

Mae C. McCready
Mother and Next Friend.
John Holmes Chenowith, Petitioner.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 1st day of August, 1947, before me, the subscriber, a Notary Public of the said State, in and for the said County, personally appeared the above named Mae C. McCready, Mother and Next Friend of John Holmes Chenowith, and the said John Holmes Chenowith, the petitioner herein, and they each made oath in due form of law that the matters and facts set out and alleged in the foregoing petition, signed by them in my presence, are true as therein stated, to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal, at Annapolis, Maryland, this 1st day of August, in the year 1947.

(Notarial Seal). Mary M. Munroe, Notary Public

Filed August 1, 1947

ORDER OF COURT.

Upon the foregoing petition and affidavits, it is, this 5" day of August, 1947, by the Circuit Court for Anne Arundel County, IN EQUITY, Adjudged, Ordered and DECREED, that the prayer of the said petition be and the same is hereby granted, changing the name of John Holmes Chenowith to John Holmes McCready; so that in the future he the said John Holmes Chenowith shall be known as John Holmes McCready.

AND it is further ordered, by the authority aforesaid, that the petitioner pay the costs of these proceedings.

William J. McWilliams, Judge.

Filed 5 August, 1947

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
VS	:	FOR
ERNEST GREEN and LAURA GREEN, his wife.	:	ANNE ARUNDEL COUNTY No. 9281 EQUITY

: : : : : : :

Mr. Clerk:

Please docket the above entitled case and file therein the enclosed mortgage as Plaintiff's Exhibit "A".

John O. Dumler,

Attorney named in Mortgage

Filed August 22, 1947

PLAINTIFF'S EXHIBIT "A"

MORTGAGE

THIS MORTGAGE, Made this seventeenth day of July, in the year nineteen Hundred and Forty-five, by and between Ernest Green and Laura Green, hiswife, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Twenty-six Hundred Dollars ($2600.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Twenty-six Hundred Dollars ($2600.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Fifty-five and 50/100 Dollars ($55.50) plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance, premiums, and other public charges and assessments, commencing on the first day of August, 1945, and continuing on the first day of each month thereafter until the principal, interest and such fines and charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now, therefore, This Mortgage Witnesseth, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, State of Maryland, and particularly described as follows:

BEGINNING for the same at a point on the north side of a roadway, said point being north seventy-three and onehalf degrees west four hundred and fifty-seven and twenty-three one-hundredths feet

from a point in the center of the Public Road east of the property hereby conveyed; thence leaving paid point and running North ten and one-half degrees east three hundred and thirty-four and thirty-five one-hundredths feet to a stone; thence leaving said stone and running South seventy-nine and one-half degrees east two hundred and forty-five feet to a stone; thence leaving said stone and running south three hundred and sixty feet to a point on the north side side of the first mentioned roadway; thence leaving said point and running along said roadway North seventy-three and one-half degrees west two hundred and forty-six and twenty-three one-hundredths feet to the point of beginning. Containing one and ninety-five one-hundredths acres of land, more or less, according to the survey thereof made by Thomas Disney, Surveyor, November 1927.

BEING the same lot of ground which, by deed of assignment of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and assigned by Bondeline Houghton to the said Ernest Green and Laura Green, his wife.

BEING also the same lot of ground which, by deed of reversion of even date herewith, and recorded or intended to be recorded among the Land Records aforesaid immediately prior hereto, was granted and conveyed by The Kenwick Company to the said Ernest Green and Laura Green, his wife.

WHEREAS, This mortgage shall also secure future advances as provided by Chapter 923 of the Laws of the State of Maryland, passed at the January session, in the year 1945, or any supplement thereto.

TOGETHER with the improveents thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, itssuccessors and assigns, forever, in fee simple.

Provided, that if the said Mortgagor, his, her or their heirs and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree;

1. To repay the indebtedness, together with interest, as herein provided.

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies, designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the

principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.

5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

6. That should the title to the herein mortgaged property be acquired by any person or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance,operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, and assigns, may retain possession of the hereby mortgaged property.

AND in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default hereafter; and it shall be lawful for the said The Capital Building and Loan Association of Baltimore City, its successors and assigns, or Harry A. Kohlerman or John O. Dumler, their Attorneys or Agents, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof,his, her or their personal representatives or assigns, subject to the payment of the annual ground rent aforesaid;and which sale shall bemade in the manner following, viz: upon giving twenty days' notice of time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, its successors, or assigns, or party making the sale may be deemed expedient, and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale including a fee of Fifty Dollars and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor, for himself, his heirs, and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total

amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor, for himself, his heirs, personal representatives and assigns, does hereby covenant and agree to pay; and the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, their said Attorneys, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to ,the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

WITNESS:

Virginia Reymann

Ernest Green (SEAL)

Laura Green (SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, That on this seventeenth day of July, 1945, before me,the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ernest Green and Laura Green, his wife, known to me to be the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared James Windfelder, the President of the within body corporate, Mortgagee, and made oath in due form of law that the considration 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 hereunto set my hand and affix my seal the day and year aforesaid

(Notarial Seal)

Virginia Reymann, Notary Public

My commission expires May 5, 1947.

Recorded 26 July, 1945, at 12 o'clock M. in Liber J.H.H. #335,folio 174

Filed August 22, 1947.

Military Affidavit

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

STATE OF MARYLAND, CITY OF BALTIMORE CITY: Sct.

I, EMIL R.SCHOMBURG, being duly sworn, do depose and say:

(1) That I am a resident of Baltimore City in the State of Maryland.

(2) That on behalf of the Plaintiff in the above entitled case, I made an investigation for the purpose of determining whether Ernest Green (widower of Laura Green, deceased) the Defendant in said case (hereinafter called "said Defendant") is in the military service of the United States or any of its allies, so as to be entitled to the benefits of the Soldiers' and Sailors Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland, and from information obtained through such investigation, I ascertained that the facts hereinafter stated are true.

(3) That said defendant is about 42 years of age, is widower has several children, lives with family at Jacobsville, Pasadena P.O., Anne Arundel County, Md., is employed by Western Maryland

Transfer Co. at 501 Chesapeake Ave., Baltimore 26 ,Md. and has been so employed for about five years.

(4) That said Defendant is not in the military service of the United States as defined in the above named Acts or the amendments thereto; that he is not in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that he has not been discharged from any such military service within sixty days prior to the date of this affidavit; that he has not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that he is not a member of the enlisted Reserve Corps who has been ORDERED TO REPORT FOR MILITARY SERVICE.

Subscribed and sworn to before me, a Notary Public, this 15th day of August, 1947.

E R. Schomborg

(Notary Seal. Mildred I Tavik, Notary Public

Filed August 22, 1947.

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage, dated July 17, 1945	$2600.00
Less payments to date	386.34 ? 2213.66
Interest for September, 1947	11.07
AMOUNT DUE	$2224.73

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 4th day of September, in the year one thousand nine hundred forty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Emil R. Schomborg, Secretary of The Capital Building and Loan Association of Baltimore City, the plaintiff in the above entitled case, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As WITNESS my hand and Notarial Seal.

(Notarial Seal.) Mildred I. Tavik, Notary Public

My commission expires May 2, 1949

Filed Sept. 5, 1947

B O N D

EAGLE INDEMNITY COMPANY

KNOW ALL MEN BY THESE PRESENTS, That We, John O. Dumler, Attorney-named-in-mortgage, as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N.Y. a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand ($3000.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 30" day of August, nineteen hundred and 47,

WHEREAS, by virtue of a power of sale contained in a mortgage from Ernest Green and Laura Green, his wife, to The Capital Bldg. & Loan Assn. of Baltimore City, bearing date on or about the 17th day of July Nineteen Hundred and forty-five, the said John O. Dumler, Attorney-named-in-mortgage, is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said John O. Dumler, Attorney named in-Mortgage is about to execute said power and made sale of the property described as aforesaid in said mortgage.

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

John O. Dumler (SEAL)
Atty.) named in mortgage,
EAGLE INDEMNITY COMPANY
By Benjamin Michaelson.
Attorney-in-Fact.

(CORPORATE SEAL)

Approved this 5" day of Sept. 1947.

John H. Hopkins, 3rd, Clerk.

Filed Sept. 5, 1947

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The report of sale of John O. Dumler, Attorney named in the mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in Mortgage, did, pursuant to said notice on the twenty-third day of September, 1947, at two o'clock P.M., sell at the Court House door, Annapolis, Maryland, the aforesaid fee simple property unto The Kenwick Company, a body corporate duly incorporated under the Laws of the State of Maryland, at and for the sum of Sixteen Hundred ($1600.00) Dollars cash, the said The Kenwick Company having offered the greatest price therefor.

John O. Dumler,
Attorney named in Mortgage.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 24th day of September, in the year one thousand nine hundred and forty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notary Public Mildred I. Tavik, Notary Public

My commission expires May 5, 1949

Filed Sept25, 1947

ORDER NISI.

ORDERED, this 25th day of September, 1947, That the sale of the property mentioned in these proceedings made and reported by John O. Dumler, Attorney named in Mortgage BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 27th day of October next; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of for three successive weeks, before the 27th day of October next.

The report states that the amount of sales to be $1600.00.

John H. Hopkins, 3rd, Clerk.

Filed Sept. 25, 1947.

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 28, 1947.

We hereby certify, that the annexed Order Nisi- ERNEST GREEN - CAPITAL BLDG and Loan, was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of October, 1947. The first insertion being made the 2nd day of October, 1947.

No. MG. 8762

THE CAPITAL-GAZETTE PRESS, INC.,
By Shirley McDonald

Filed October 28, 1947

FINAL ORDER

ORDERED BY THE COURT, This 29th day of October, 1947, that the sale made and report by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

William J. McWilliams, A.J.

Filed 29 October, 1947.

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, October 31, 1947.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. The Capital Building and Loan Association of Baltimore City, vs Ernest Green and Wife, in ac.

To Attorney for Fee, viz:	50.00	
To Attorney for Commissions	80.24	130.24
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	18.75	
Auditor - stating this account	9.00	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press-advertising sale	34.00	
Capital-Gazette Press- handbills	6.77	
Capital-Gazette Press-Order Nisi on Sale	5.00	
Capital-Gazette Press- Order Nisi (Acct.)	5.00	
Eagle Indemnity Co.-bond premium	12.00	
George W. Scible-auctioneer's fee	11.00	
One-half Federal revenue stamps	1.10	
One-half State revenue stamps	1.10	
Mildred I. Tavik- notary fees	.75	76.72
To The Capital Building and Loan Association of Baltimore City, mortgagee-this balance on account of mortgage claim		1,368.59
		1,613.30
Amount of mortgage claim filed	2,224.73	
Cr. Amount allowed as above	1,368.59	
Balance subject to decree in personam	856.14	

with John O. Dumler, Attorney named in Mortgage Cr,

1947			
Sept. 23	Proceeds of Sale	1,600.00	
	Interest on deferred payment	6.80	1,606.80
	Refund 1947 State and County Taxes (3 mos.7 days)		6.50
			1,613.30

Filed Nov. 6, 1947

ORDER NISI

ORDERED, This 6" day of November, 1947, 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 8" day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8" day of December next.

John H. Hopkins, 3rd, Clerk.

Filed November 6, 1947

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 8, 1947

We hereby certify, that the annexed Order Nisi-Capital Bldg & Loan Assn. of Balt. vs-ERNEST GREEN was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of December, 1947. The first insertion being made the 13th day of November, 1947.

THE CAPITAL-GAZETTE PRESS, INC.

By Shirley McDonald.

Filed August 9, 1948

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT: this 9th day of August, 1948, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Marvin I. Anderson, JUDGE

Filed August 9, 1948.

IN THE MATTER OF THE PETITION OF	:	No. 9284 EQUITY
SYLVIA GARY BROCK	:	IN THE CIRCUIT COURT
for the CHANGE OF HER NAME TO	:	FOR
SYLVIA MARIE GARY	:	ANNE ARUNDEL COUNTY.

; ; ; ; ; ; ; ;

To the Honorable, the Judges of said Court:

The petition of Sylvia Gary Brock respectfully shows:

1. That she is a resident of Anne Arundel County, State of Maryland.

2. That she was divorced from Worth Brock on August 2, 1937 by the Jackson Superior Court of Georgia.

3. That she is generally known among her friends and acquaintnaces by her maiden name, Sylvia Marie Gary.

4. That no property rights or children are involved.

Your petitioner therefore prays the Court to decree that her name be changed from Sylvia Gary Brock to Sylvia Marie Gary.

And, as in duty bound, etc.

Marvin I. Anderson, Sylvia Gary Brock, Petitioner.

Solicitor for Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby certify that on this 25" day of August, ,1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Sylvia Gary Brook and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein stated.

Witness my hand and seal Notarial.

(Notarial Seal) Myrtle Sturm. Notary Public.

Filed August 25, 1947

ORDER OF COURT.

Upon consideration of the petition and affidavit in this case, it is this 26 day of August, 1947, by the Circuit Court of Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the name of Sylvia Gary Brock, of Anne Arundel County, State of Maryland, be and the same is hereby changed from Sylvia Gary Brock to Sylvia Marie Gary as is prayed in said petition.

And it is further ordered that the said petitioner pay the costs of these proceedings to be taxes by the Clerk of this Court.

William J. McWilliams, Judge.

Filed 26 August, 1947

SAUL L. JOSEPH, Assignee : No. 9285 EQUITY

vs : IN THE CIRCUIT COURT

JACKSON J. MOORE and : FOR

CARRIE M. MOORE, his wife. : ANNE ARUNDEL COUNTY

- - - - - - - - - -

ORIGINAL MORTGAGE, ASSIGNMENT AND STATEMENT OF MORTGAGE DEBT.

Mr. Clerk:

Please docket this suit, file the original mortgage, assignment and statement of Mortgage debt,

Albert J. Goodman,

Solicitor for Complainant.

Filed August 25, 1947

MORTGAGE

MD. STATE STAMPS $1.50

THIS MORTGAGE, Made this 10th day of March in the year nineteen hundred and forty-seven by and between JACKSON J. MOORE AND CARRIE M. MOORE, his wife, Mortgagors of Anne ARUNDEL County, in the State of Maryland, of the first part, and SAUL L. JOSEPH of the City of Baltimore, in the State of Maryland, Mortgagee, of the second part.

WHEREAS said mortgagors stand bona-fide indebted unto the said mortgagee in the full and just sum of FIFTEEN HUNDRED DOLLARS ($1500.00) being cash money this day loaned and advanced by the latter to the former, which said sum of money said mortgagors do hereby covenant and agree to repay unto the said Mortgagee, innequal weekly installments of NINE dollars ($9.00) on account of the principal of said mortgage debt, plus interest at the rate of six per cent per annum, payable weekly with each principal payment.

And whereas it was a condition precedent to the granting of said loan that it be secured by a mortgage, wherefore these presents are executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, do grant and convey unto the said Mortgagee his heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in Anne Arundel County, County, aforesaid, and described as follows: Being lots 9, 10, and 23, as shown on the plat of Waterford Heights, in the Third election District of Anne Arundel County, Maryland, made by Howard C. Sutton Surveyor, and Civil Engineer, on August 29, 1940, and recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod E-1, Plat No. 10, said lot No. 9 containing 6.32 acres, Lot 10 containing 5.64 acres and lot 23 containing 0.97 acres.

Being the same lots of ground which by deed recorded among the Land records of Anne Arundel County on Dec. 24, 1947, was granted and conveyed by Foxwell and Foxwell, Inc.,unto the above named mortgagors.

Also the following Chattels located in the above property in Anne Arundel County, VIZ:

One International Stake-Body Truck, Serial No. 10712, Motor No. 10779, Two Saw Tables including three electric motors, three-quarter h.p., including one rip Saw, one convertible, thirty scaffold Jacks, Twenty shovels, seven picks, 5 wheel barrows, one Electric Grind stone.
One-Electric Paint Spraying outfit, One Electric Drill, two four-foot clamps, two five-foot clamps, one glazing machines, and all and every tools, machinery, fixtures, equipment contained in the premises above described, whether described here in detail or not.

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

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

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

AND it is agreed that, until default be made in the premises, the said mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, whether taxes, assessments, public dues, charges, mortgage debt and interest, the said mortgagors for their heirs, personal representatives and assigns, do here covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said mortgagee, his personal representatives or assigns, or his or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all

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

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

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

WITNESS the hands and seals of the said Mortgagors.

Test: Jackson J. Moore (SEAL)

Selma Bleakman Carrie M. Moore, (SEAL)

STATE OF MARYLAND, City of Baltimore, TO WIT:

I Hereby Certify, that on this 10th day of March in the year nineteen hundred and forty-seven before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Jackson J. Moore and Carrie M. Moore, his wife, the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Saul L. Joseph the mortgagee, and made oath in due form of law that the consideration set

forth in said Mortgage is true and bona fide as therein set forth.

(Notarial Seal) Selma Bleakman, Notary Public

Recorded March 12 1947,at 11 A.M. in Liber J.H.H.No.401,folio 113.

- - - - - -

FOR VALUE RECEIVED, I hereby assign the within mortgage, without recourse, unto SHARON BUILDING AND LOAN ASSOCIATION.

Witness my hand and seal, this 10th day of March, 1947.

TEST: Saul L. Joseph (SEAL)

Shirley Engerlieb.

Assignment recorded 12 March,1947 at 11 A.M.in Liber J.H.H. No. 401, folio 115.

- - - - - - -

FOR THE PURPOSE OF FORECLOSURE ONLY, The Sharon Building and Loan Association does hereby assign the within and aforegoing mortgage unto SAUL L. JOSEPH.

As Witness the corporate seal of said body corporate and the signature of Leon M. Bank, its Vice President, this 21st day of August, 1947.

(Corporate Seal) SHARON BUILDING AND LOAN ASSOCIATION

Test: E. Loebel. By Leon M. Bank, Vice-President.

Assignment recorded 25 August,1947,at 11 A.M. ,Liber J.H.H. No . 401,folio 115.

John H. Hopkins, 3rd, Clerk.

STATEMENT OF MORTGAGE DEBT.

Statement of the Mortgage Claim of Saul L. Joseph, Assignee, of the Sharon Building and Loan Association, under the mortgage from Jackson J. Moore and Carrie M. Moore, his wife, dated March 10, 1947, and recordedamong the Land Records of Anne Arundel County in Liber J.H.H. No. 401, folio 113, to Saul L. Joseph, and short assignment by the said Saul L. Joseph, unto the Sharon Building and Loan Association by short assignment dated March 10, 1947, and recorded as aforesaid in Liber J.H.H. No. 401, folio 115.

Mortgage Loan	$1500.00
Paid on account	45.00
	1455.00
Interest April 14, 1947, to August 25, 1947	35.70
Amount due	1490.70

E. Loebel, Secretary, Sharon Building

Saul L. Joseph, Assignee. and Loan Association.

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.:

I HEREBY CERTIFY, That on this 23rd day of August in the year nineteen hundred and forty-seven before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared E. Loebel and Saul L. Joseph, the Secretary of the Sharon Building and Loan Association, and Assignee, respectively, and they made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid. Ruth Heckler, Notary Public

(Notarial Seal)

Filed August 26, 1947

MORTGAGEE'S OR ATTORNEY'S BOND.

AMERICAN BONDING COMPANY, OF BALTIMORE

Home Office: Baltimore, Maryland.

KNOW ALL MEN BY THESE PRESENTS:

That we, Saul L. Joseph, 1507 Court Square Building, Baltimore, Maryland, as Principal, and THE AMERICAN BONDING COMPANY OF BALTIMORE, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THREE THOUSAND AND 00/100 ($3,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 21st day of August in the year of our Lond nineteen hundred forty-seven.

WHEREAS, the above bounden Saul L. Joseph by virtue of the power contained in a mortgage from Jackson L. Moore and Carrie M. Moore, his wife, to Saul L. Joseph, bearing date the 10th day of March, 1947, and recorded among the mortgage records of the Circuit Court of Anne Arundel County in Liber J.H.H. No. 401, folio 113, and duly assigned of record to Saul L. Joseph, 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 Saul L. Joseph 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 WHEREAS the above bounden Saul L. Joseph 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: Saul L. Joseph (SEAL)

Georgeanna Ford

Attest: as to Surety

by Betty L. Carson. (Corporate Seal)

AMERICAN BONDING COMPANY OF BALTIMORE

By E. V. Shockley, Attorney-in-Fact.

STATE OF MARYLAND, BALTIMORE City, sct:

KNOW ALL MEN BY THESE PRESENTS, That the AMERICAN BONDING COMPANY OF BALTIMORE, a corporation of the State of MARYLAND, does hereby constitute and appoint E. V. Shockley its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland and it does hereby declare that all such bonds signed and executed by its said Attorney-in--Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said AMERICAN BONDING COMPANY OF BALTIMORE duly affixed by its Vice-President and attested by its Assistant Secretary, this 21st day of April, 1932.

AMERICAN BONDING COMPANY OF BALTIMORE

(Corporate Seal) By: E. R. Nuttle, Vice President

Attest: J. G. YOST, Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, August 21, 1947.

AMERICAN BONDING COMPANY OF BALTIMORE

Geo. D. Henry, Assistant Secretary.

BOND Approved this 25" day of August, 1947. John H. Hopkins, 3rd, Clerk.

Filed August 25, 1947.

MILITARY AFFIDAVIT

MILITARY AFFIDAVIT UNDER SOLDIERS'AND SAILORS' CIVIL RELIEF ACT OF 1940 and AMENDMENT THERETO OF October 6, 1942.

Docket 13 Fol. 55

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Saul L. Joseph, Assignee and B. M. Hurwitz, President of Sharon Building and Loan Association, and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

(1) said defendant is not in the military service of the United States.

(2) said defendant is not in the military service of any nation allied with the United States,

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended.

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

B. M. Hurwitz
President Sharon Building and
Loan Association

Saul L. Joseph,
Affiant, Assignee

Subscribed and sworn to before me this 22nd day of August, 1947.

(Notarial Seal) Georgeanna Ford, Notary Public

Filed Aug. 30, 1947

REPORT OF SALE.

ALBERT JEROME GOODMAN, SOLICITOR

12 Church Circle, Annapolis, Md.

SAUL L. JOSEPH, Solicitor
1507 Court Square Building
Baltimore 2, Maryland.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY AND CHATTELS

Situate on the Old Annapolis Road about three-quarters of a mile south of Lipins Corner, in the Third election District of Anne Arundel County, Maryland.

UNDER and by virtue of the power and authority contained in a mortgage from Jackson J. Moore and Carrie M. Moore, his wife, to Saul L. Joseph and assigned by Saul L. Joseph to the Sharon Building and Loan Association, and re-assigned by the Sharon Building and Loan Association to the said Saul L. Joseph for the purpose of foreclosure, dated March 10, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 401, folio 113, etc. (Default having occurred thereunder) the undersigned assignee will sell at Public Auction on the premises on the 23rd day of September, 1947, at 2 o'clock P.M. (Daylight Time).

ALL those lots of ground situate and lying in Anne Arundel County and described as follows:

BEING Lots Nos. nine (9), ten (10) and twenty-three (23) as shown on the Plat of "Waterford Heights", in the Third Election District of Anne Arundel County, Maryland, made by Howard C. Sutton Surveyor and Civil Engineer on August 29, 1940, and recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod E 1 Plat No. 10; said Lot No. 9 containing 6.32 acres, Lot No. 10 containing 5.64 acres and Lot No. 23 containing 0.97 acres.

The improvements consist of a Two Story Concrete Block Building, with builtin garage, a cinder block well-house and two frame buildings.

And immediately thereafter the following described chattels will be offered for sale;

Two saw tables including three electric motors, three quarter h.p.,including one rip saw, one convertible thirty scaffold Jacks, twenty shovels, seven picks, five wheelbarrows, one electric grind stone, one electric paint spraying outfit, one electric drill, two four-foot clamps,two five-foot clamps, one glazing machine.

TERMS OF SALE:- A cash deposit of $500.00 on the real-estate, will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the date of sale to date of settlement. Taxes and any other public charges to be adjusted to date of sale.

The real-estate will be sold subject to a prior mortgage, the exact amount due thereon will be announced at the time amd place of sale. Possession of the real-estate can be given at time of settlement.

TERMS OF SALE FOR CHATTELS: Cash, immediate removal required.

Saul L. Joseph, Assignee

9/19

Alex.Cooper, Auctioneer.

CERTIFICATE OF PUBLICATION

This is to certify, that the annexed advertisement ASSIGNEE SALE OF VALUABLE FEE SIMPLE PROPERTY AND CHATTELS was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for Four successive weeks before the -- that is to say, the same was inserted in the issues of Aug. 29, Sept. 5, 12, 19.

THE SOUTHERN MARYLAND TIMES

A. J. Murray, Sr.

Business Manager.

October 18, 1947.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The report of Sale of Saul L. Joseph, Assignee, in the above entitled cause, respectfully shows, that after giving bond with security for the faithful discharge of the power of sale as prescribed by the mortgage foreclosure in this proceeding, dated March 10, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 401, folio 113, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the SOUTHERN MARYLAND TIMES, a newspaper published in Anne Arundel County, for more than three successive weeks, preceding the day of said sale, the said Assignee did pursuant to said notice,on Tuesday, the twenty-third day of September, 1947, at 2 o'clock P.M.,on the premises, sold said property unto VINCENT PIRACCI, who was then and there the highest bidder therefor , at and for the sum of NINETEEN HUNDRED SIXTY NINE DOLLARS TWENTY ONE CENTS ($1969.21) in fee simple,subject to a prior mortgage in the amount of FOURTEEN HUNDRED THIRTY DOLLARS SEVENTY NINE CENTS ($1430.79). A copy of the advertisement of said sale is attached hereto and made part hereof. The assignee further reports that he sold the real estate only, and did not sell any of the chattel property described in said mortgage.

Saul L. Joseph, Assignee.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I hereby certify that on this 23rd day of September, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Saul L. Joseph, Assignee, and made oath that the facts stated in the aforegoing Report of Sale are true true as therein set forth,and that the sale thereby reported was fairly made.

(Notarial Seal) Georgeanna Ford, Notary Public

Recorded Sept.25, 1947.

ORDER NISI

ORDERED, this 25" day of September, 1947, That the sale of the property mentioned in these proceedings made and reported by Saul L. Joseph, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27" day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27" day of October next.

The report states that the amount of sales to be $1969.21

John H. Hopkins, 3rd, Clerk.

Filed Sept. 25, 1947.

CERTIFICATE OF PUBLICATION

This is to certify that the annexed advertisement of Order Nisi was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 27th day of October, next. that is to say, the same was inserted in the issues of Oct. 3, 10, 17, 1947.

THE SOUTHERN MARYLAND TIMES

A. J. Murray,Sr.,Business Manager.

Filed Oct. 31, 1947.

FINAL PRDER

ORDERED BY THE COURT, This 31 day of October, 1947 that the sale made and reported by the Assignee aforesaid, be and the same _hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

William J. McWilliams, _ _

Filed 31 October, 1947.

AUDITOR'S REPORT AND ACCOUNT

To the Honorable, the Judges of said Court:

THE Auditor reports to the Court that _he has examined the proceedings in the above entitled cause, and from them _he has stated the within account, November 26, 1947.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Saul L. Joseph,Assignee, vs Jackson L. Moore and Wife		in ac.
To Assignee for Commissions, viz:	92.69	
To Assignee for Fee, viz:	50.00	142.69
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor	9.00	37.75
To Assignee for Expenses, viz:		
Southern Maryland Times- advertising sale	22.00	
Southern Md. Times-Order Nisi (Sale)	5.00	
Southern Md. Times-Order Nisi (Acct.)	5.00	
The Sun- advertising sale	38.70	
American Bonding Co. -bond premium	12.00	
Alex. Cooper- Auctioneer's fee	21.00	

One-half Federa; revenue stamps	1.93	
One-half State Revenue stamps	1.92	
Clerk of Court- recording assignments	1.75	
Clerk of Court-recording release	2.00	
Notary fees	.90	112.20
To Assignee for interest, viz:		
Interest paid on first mortgage from 9/23/47 to 11/10/47		11.00
To Sharon Building & Loan Association,Assignee-in full for mortgage claim filed	1,490.70	
Interest on said mortgage from 8/25/47 to 9/23/47	7.28	1,497.98
To Jackson J. Moore and Carrie M. Moore, his wife, Mortgagors- this balance		195.56
		1,997.18

with Saul L. Joseph, Assignee Cr.

1947			
Sept. 23	Proceeds of Sale	1,969.21	
	Interest on deferred payment fro, 9/23 to 11/5/47	20.30	1,989.51
	Refund 1947 State and County taxes-3 mos 6 days		7.67
			1,997.18

Filed December 2, 1947.

ORDER NISI

ORDERED, This 2nd day of December, 1947, That the Report and Account of the Auditor,filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 3rd day of January 1948 next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of January, 1948, next.

John H. Hopkins, 3rd, Clerk.

Filed December 2, 1947.

CERTIFICATE OF PUBLICATION

THIS IS TO CERTIFY, That the annexed advertisement of Order Nisi was inserted in THE SOUTHERN MARYLAND TIMES, A WEEKLY NEWSPAPER printed and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 3rd day of January, 1948; that is to say the same was inserted in the issues of Dec. 5, 12,19 , 1947.

THE SOUTHERN MARYLAND TIMES

A. J. Murray,Sr. Business Manager.

Filed January 13, 1948

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT,this 15 day of January,1948,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.

William J. McWilliams, A.J.

Filed 15 January, 1948.

IN THE MATTER OF THE PETITION OF :
MARY FRANCES STALEY, MOTHER, :
ON BEHALF OF :
MARY BOBBIE WEBSTER, an INFANT, :
FOR CHANGE OF NAME :

No. 9288 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of MARY FRANCES STALEY, on behalf of MARY BOBBIE WEBSTER, her infant daughter, respectfully represents unto Your Honors;

FIRST: That she is a resident of Anne Arundel County, Maryland; and that by a decree of the Superior Court of Pasquotank County, North Carolina, dated September 17, 1945, she was granted an absolute divorce from her husband, ROBERT LEE WEBSTER.

SECOND: That one child, namely, MARY BOBBIE WEBSTER, was born unto them on May 31, 1942, as a result of their marriage, and that said child has been in your petitioner's custody ever since their divorce.

THIRD: That since the date of said decree of divorce, your petitioner was married to DONALD CHARLES STALEY, who is a lieutenant in the United States Navy, on June 1, 1946, at Elizabeth City, North Carolina, and that said infant child has resided with them since their said marriage.

FOURTH: That the conduct of the father of said infant child, ROBERT LEE WEBSTER, has been such as to reflect discredit upon said infant; and that only recently he was discharged from the military prison at Petersburg, Virginia, following a sentence on a serious military violation; and this petitioner is unwilling that said infant child continue to bear his name. Furthermore, the said ROBERT LEE WEBSTER has made no effort to contribute to their child's support since August, 1944, more than one year prior to their divorce. That the said ROBERT LEE WEBSTER is now residing at No. 81 Gillis Road, Portsmouth, Virginia.

YOUR PETITIONER, who has filed this petition on behalf of her infant daughter, who is incapable of doing so herself, therefore prays Your Honors that the name of MARY BOBBIE WEBSTER may be changed to that of MARY BARBARA STALEY.

MAY IT PLEASE YOUR HONORS to grant unto your petitioner an order of publication giving notice to the said ROBERT LEE WEBSTER and to whom it may concern of the object and substance of this petition, warning him or them to appear in this Honorable Court at some day certain to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.

Mary Frances Staley
Petitioner

Albert J. Goodman
Solicitor for Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 28th day of August, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared MARY FRANCES STALEY and mzde oath in due form of law that the matters and facts alleged in the foregoing petition are true to the best of her knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Grace R. Hartge, Notary Public

Filed August 29, 1947

ORDER OF PUBLICATION.

The object of the petition in the above case is to change the name of Mary Bobbie Webster to

to that of Mary Barbara Staley.

The petition states that the petitioner resides in Anne Arundel County, Maryland, and that she was divorced from Robert Lee Webster, the father of said infant child, on September 17,1945, in Pasquotank County, North Carolina. That she has since married Donald Charles Staley, and that the reason for changing the name of her said child is because of the discreditable conduct of the father of said infant child.

That the said Robert Lee Webster is a non-resident of this state, whose address is No. 81 Gillis Road, Portsmouth, Virginia.

It is thereupon this 29" day of August, 1947, by the Circuit Court for Anne Arundel County in Equity ordered that the petitioner, cause a copy of this order to be inserted in some newspaper printed and published in Anne Arundel County once in each of four successive weeks before the 6" day of October, 1947, giving notice to the said Robert Lee Webster and to whom it may concern of the object and substance of this petition, warning him or them to be and appear in this Honorable Court, either in person or by solicitor, on or before the 21" day of October, 1947, to show cause, if any there be, why a decree should not be passed as prayed herein.

John H. Hopkins, 3rd, Clerk.

Filed August 29, 1947.

CERTIFICATE OF PUBLICATION

THIS IS TO CERTIFY, That the annexed advertisement of ORDER OF PUBLICATION was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County,Maryland, once a week for four successive weeks before the 6th day of October, 1947, that is to say, the same was inserted in the issues of Sept. 5, 12, 19, 26.

THE SOUTHERN MARYLAND TIMES

A. J. Murray, Sr.

Business Manager.

Filed October 18, 1947.

EXHIBIT A.

August 29, 1947

Mr. Robert Lee Webster,
81 Gillis Road,
Portsmouth, Virginia.

Dear Mr. Webster:

I am enclosing a copy of the petition and order of publication filed in our local court to change the name of Mary Bobbie Webster to that of Mary Barbara Staley.

If you have any objection to this action, you are required to file an answer in our court on or before October 21, 1947.

Very truly yours,

Albert J. Goodman.

AJG:H
Enclosure:

Return to: Albert J. Goodman,
12 Church Circle,
Annapolis, Md.

No. REGISTERED ARTICLE

No. 2039.

RETURN RECEIPT

Received from the Postmaster the Registered or Insured article, the original number of which appears on the face of this card.

1. Robert Lee Webster (signature or name of addressee)
2. Mrs. John Webster (signature of addressee's agent- etc.

Dated of delivery 9/2/1947

Filed Oct. 22, 1947.

DECREE PRO CONFESSO

ROBERT LEE WEBSTER, after Order of Publication duly published having failed to appear to the Bill of Complaint and answer same, according to the command ofthe said Order of Publication,

It is thereupon this 22 day of October, 1947, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso.

William J. McWilliams, Judge.

Filed22 October, 1947.

D E C R E E .

UPON consideration of the petition and affidavit filed herein, it is this 25 day of October 1947, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED AND DECREED:

THAT, the name of MARY BOBBIE WEBSTER, an infant, of Anne Arundel County and State of Maryland, be and it is hereby changed from MARY BOBBIE WEBSTER to MARY BARBARA STALEY, as is prayed in said petition, and that the said petitioner pay the costs of these proceedings, to be taxed by the clerk.

William J. McWilliams, Judge.

Filed 25 October, 1947.

EX PARTE: IN THE MATTER	:	No. 9294 EQUITY
HAROLD JOSEPH NORWOOD,	:	IN THE CIRCUIT COURT FOR
to change name	:	ANNE ARUNDEL COUNTY.

: : : : : :

PETITION.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE PETITION OF HAROLD JOSEPH NORWOOD of lawful age respectfully shows:

THAT he was born in the City of Annapolis on the 7th day of November, 1925, of VIRGINIA NORWOOD and ALFRED NORWOOD, who have since separated and their whereabouts are unknown to your Petitioner.

THAT during his infancy and after the separation of his parents his care and custody was given to THOMAS J. MOORS and DRUSILLA R. MOORS, who then resided at Best Gate, Anne Arundel County,Maryland, but later moved to Glen Burnie where they both died.

THAT HE IS known among his friends and business associatte as HAROLD LEWIS MOORS, and on the 20th day of March, 1944, entered THE UNITED STATES MARINE CORP under the said name and was Honorably Discharged on the 5th day of May, 1946.

That his occupation is that of Assistant Manager of the American Store,(Glen Burnie Branch), That there are no actions, suits or judgments filed or pending against him.

That he is a resident of Glen Burnie, State of Maryland, where he has continuously resided since 1935, and his reasons for changing his name: FIRST: because he has never used any other name until recently, and Secondly,because of his service in the Marine Corp under the name of HAROLD LEWIS MOORS.

WHEREFORE, YOUR PETITIONER, prays this Honorable Court to pass an Order to change his name to HAROLD LEWIS MOORS.

AND AS IN DUTY BOUND, etc.,

HAROLD JOSEPH NORWOOD

Petitioner.

ROBERT E. KINDRED

Solicitor for Petitioner

STATE OF MARY:AND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY,That on this 8th day of September, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared HAROLD JOSEPH

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

AS WITNESS my hand and Notarial Seal.

Viola Kindred.

(Notarial Seal) Notary Public.

D E C R E E .

UPON THE AFOREGOING PETITION AND AFFIDAVITIT IS THIS 9" DAY OF SEPTEMBER, 1947, ORDERED, ADJUDGED and DECREED, That the prayer of the Petitioner, be, and the same is hereby granted; and that the name of Harold Joseph Norwood, be, and the same is hereby changed to the true and legal name of HAROLD LEWIS MOORS, and that the costs of these proceedings be paid by the Petitioner.

William J. McWilliams, Judge.

Filed 9 September,(1945) 1947.

MAUDE V. JACOBS, TRUSTEE,	:	NO. 9296 EQUITY
VS	:	IN THE CIRCUIT COURT
WILLIAM J. MURRY and	:	FOR
MARIE L. MURRY, his wife.	:	ANNE ARUNDEL COUNTY

:: : : : : : ::

Your Oratrix complaining says:

1. That she is the daughter-in-law of Charles Fink, late of Anne Arundel County, deceased, who died on or about January 3rd, 1935, leaving a last Will and testament duly executed to pass real and personal property in this state. That said will was duly admitted to probate by the Orphans' Court of Anne Arundel County on January 15th, 1935 and is now of record in the Office of the Register of"Wills"of said county in "Wills" Liber G. T. C. No. I, folio 551, and that Letters Testamentary thereunder were issued by said Court to your oratrix, the executrix named therein. All of which will more fully appear by reference to certified copies of said will and probate and said letters testamentary filed herewith marked Exhibits A and B. respectively.

2. That under the provisions of Item 3 of said will, all the rest and residue of said deceased's estate was devised and bequeathed to your oratrix "in trust to manage same, collect the rents and income therefrom" and to perform other duties therein set out. That item 6 of said will is as follows: "It is my strong desire that my property in the Third District of Anne Arundel County (bordering on Cattail Creek) remain intact and be not sold or disposed of in whole or in part during the entire trust period, and I direct that no such disposal or sale be had of this property, unless a Court of competent jurisdiction shall, for such reasons as may induce it to over-rule my direction, rule otherwise".

3. That during the lifetime of said deceased testator, by indenture dated September 21st, 1910 and recorded among the Land Records of Anne Arundel County, in Liber G.W. No. 79, folio 487, he leased a certain lot of ground bordering on Cattail Creek in said county unto William R. Hartwig for the term of ten years at the rental of forty dollars ($40.00) a year payable in advance as will more fully appear by reference to a certified copy of said lease filed herewith marked Exhibit C.

4. That subsequently, to wit, on or about October 22nd, 1918, by assignment duly recorded as aforesaid in Liber W.N.W. No. 9, folio 19, said Hartwig did assign assign all his title and interest in said lot of ground unto Edwin D. Murry and Elizabeth C. Murry, his wife (who pre-

deceased him) subject to said annual rent of $40.00, said Charles Fink uniting in said assignment in which, in the Habendum clause, appears this phrase "To Have and To Hold . . . . for all the residue of the term of years to come and unexpired therein with the right and benefit of renewal from time to time forever, subject to the payment of the annual ground rent aforesaid". All of which will more fully appear by reference to a certified copy of said assignment herewith filed marked Exhibit D.

5. THAT said Edwin D. Murry departed this life on or about October 24, 1924 and Letters of Administration on his estate were issued to his son--William J. Murry, the respondent in this cause, by said Orphans Court on October 19th, 1937 as will appear by reference to a certified copy of said Letters filed herewith marked Exhibit E.

6. That on the same day a sale was made out of said Edwin D. Murry's estate of all his interest in said lot on Cattail Creek to said William J. Murry and his wife Marie L. Murry, which sale was finally ratified by order of said Orphans Court and a deed therefor(duly recorded as aforesaid in Liber F.A.M. No. 173, folio 255) was given by said administrator to said purchaser; all of which will more fully appear by reference to certified copies of said final order of ratification and deed, filed herewith and marked Exhibits F. and G. respectively, and prayed to be taken as part hereof together with all the Exhibits herewith filed.

7. That your oratrix is advised and feels that, from the foregoing with Exhibits and with particular reference to Exhibit D., and from converatins had with the late Charles Fink during his lifetime, it was clearly the intention of the latter to effect a lease of the aforesaid lot of ground subject to an annual ground rent of $40.00 which would be redeemable under the provisions of the Maryland law at the will of any owner of the leasehold interest in said lot, and she has offerred to execute such a lease to the respondents confirming what was, in her view, the intentions of said Charles Fink. Your oratrix is willing, however, to accede to the wishes of the respondents who feel that, under all the circumstances and especially in view of Item 6 of the aforesaid will, it will be necessary to first obtain an order of this Honorable Court authorizing and directing your oratrix to execute a lease of said lot to them in the usual form for ninety-nine years renewable forever at the annual rent of $40.00 payable in advance, and subject of course to the provisions of the Maryland law relating to redemption, and thus conform to the intention of said Charles Fink the original lessor.

Your oratrix therefore prays

(I) That she be authorized and directed to execute a lease to the respondents of the lot of ground described in Exhibit C in the usual form of a lease for ninety-nine years renewable forever at an annual rent of forty dollars payable in advance.

(2) That the respondents pay all the costs of this proceeding, and

(3) That your oratrix may have such other and further relief as her case may require.

And as in duty, etc.,

Winson G. Gott,Jr., Maude N. Jacobs, Trustee

Lester L. Stevens

Solicitor for complainant.

SWORN TO in due form of law by said Maude V. Jacobs before the undersigned Notary Public of Baltimore City in the State of Maryland, this September 8th, 1947. Witness my hand and notarial seal.

(Notarial Seal.) Nancy E. Hilton, Notary Public

Filed Sept. 10, 1947

J.H.H. #63 EQUITY

No. 9296 Equity Docket 13, Folio 65

ANSWER

To the Honorable, The Judge of said Court:

The answer of William J. Murry and Marie L. Murry, his wife, to the Bill of Complaint in this Court exhibited against them respectfully shows unto your Honor:

(1) That they admit the allegations and facts set forth in Paragraphs #1, #2, #3, #4, #5, #6, and #7 of said Bill of Complaint: (2) That they consent to the passage of a decree as prayed in said Bill of Complaint

WHEREFORE, having fully answered the Bill of Complaint, the said Defendants pray that they be henceforth dismissed.

AND AS IN DUTY BOUND, etc.

William J. Murry

Marie L. Murry

MEZHER AND MEZGER,

By H. Allen Mezger

Attorney for Defendants.

Filed Sept. 25, 1947.

SUBMISSION FOR DECREE.

We, the undersigned, Winson G. Gott, Jr., and H. Allen Mezger, Solocitors for Complainant and Respondent, respectively do hereby submit this case for decree on the Bill of Complaint ,Answer and Exhibits filed herein.

Winson G. Gott, Jr.,
Solicitor for Complainant

H. Allen Mezger,
Solicitor for Respondent.

Filed Dec. 10, 1947

FINAL DECREE

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THIS cause having been submitted for final decree by consent of all parties to this proceeding and without a hearing.

It is thereupon this 12 day of December, 1947, by the Circuit Court of Anne Arundel County Adjudged, Ordered and Decreed that the plaintiff Maude V. Jacobs trustee be, and she is authorized and directed to make a lease of the lot of ground as prayed in the Bill of Complaint, her authority to do so being derived from the general powers conferred upon her by the last will of the late Charles Fink (Exhibit A) and particularly by the wording of the Habendum Clause in the deed of assignment from William R. Hartwig to Edwin D. Murry and wife (Exhibit D) wherein the said Charles Fink joined for the purpose appearing therein.

And it is further ordered that the defendants join in the making and execution of the lease to them, same to be in the usual form of a lease for the term of ninety-nine years renewable forever at an annual rent of forty dollars ($40.00) payable in advance and to be adjusted to continue the rent payable under the pre-existing lease which is now superseded by the lease ordered by this decree.

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

William J. McWilliams __

Filed 12 December 1947.

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EX PARTE IN THE MATTER :: No. 9320 EQUITY

OF :: IN THE CIRCUIT COURT FOR

JOSEPH WILLIAM BREIRBARTH :: ANNE ARUNDEL COUNTY

:: : : : : : :

PETITION TO CHANGE NAME

TO THE HONORABLE, THE JUDGE OF THE SAID COURT:

The petition of Joseph William Breitbarth respectfully shows unto your Honor:

1. That he resides at Cottage No. 7, The Villas, Pasadena, Anne Arundel County, in the State of Maryland, and that he is of lawful age:

2. That since the death of his parents, he has been living for several years with and as a member of the family of Dr. H. H. Sturm, who also resides at the above address, and for that reason your petitioner desires to change his name from Joseph William Breitbarth to Joseph William Sturm.

Your petitioner therefore prays that his name may be changed to Joseph William Sturm.

And as in duty bound, &c.

Elmer H. Miller

Wilbur C. Dulin,

Solicitors for Petitioner

Joseph William Breitbarth.

Petitioner.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 10th day of October, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Joseph William Breitbarth and made oath in due form of law that the matters and facts set forth in the above petition are true to the best of his knowledge, information and belief.

As witness my hand and Notarial Seal.

(Notarial Seal)

Mildred Everd, Notary Public

Filed October 16, 1947.

PETITION AND CONSENT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Dr. H. H. Sturm in the above-entitled matter respectfully represents to your Honors:

1. That your petitioner is a resident of Anne Arundel County and has been such for a number of years, living in Pasadena, Anne Arundel County, Maryland;

2. That since the death of the parents of Joseph William Breitbarth, the said Joseph William Breitbarth has been residing in the home of your petitioner and that he has so endeared himself to your petitioner that he hereby consents to the petition of the said Joseph William Breitbarth to change his name to Joseph William Sturm.

THEREFORE YOUR PETITIONER prays that this Court allow the said Joseph William Breitbarth to change his name to Joseph William Sturm.

AND as in duty bound, etc.,

Elmer H. Miller

Wilbur C. Dulin,

Solicitors for Petitioner.

Dr. H. H. Sturm,

Petitioner.

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY THAT on this 20th day of October, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared the above-named Petitioner, DR. H. H. Sturm, and acknowledged the aforegoing petition to be his act.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Mildred Everd - Notary Public.

Filed October 27, 1947

DECREE

Upon the petitions, affidavits and consent filed in this case, and the Court being satisfied

in respect thereto, it is thereupon this 29" day of October, 1947, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered and decreed that the said Joseph William Breitbarth be, and he is hereby granted the right, and authorized to assume and legally use the name of, and be legally known as Joseph William Sturm.

And it is further adjudged, ordered and decreed that the petitioner pay the costs of this case.

William J. McWilliams, Judge.

Filed October 29, 1947.

HENRIETTA SCOTT MacDONALD,	:	No. 9324 EQUITY
Guardian,	:	IN THE CIRCUIT COURT
vs	:	FOR
HENRIETTA SCOTT MacDONALD and	:	ANNE ARUNDEL COUNTY.
FRANK WADSWORTH MacDONALD	:	

PETITION and EXHIBITS A and B.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Henrietta Scott MacDonald Guardian of the estate of Frank Wadsworth MacDonald, Jr., and Robert Scott Mac Donald, infants, by James C. Morton, Jr., her solicitor respectfully shows:

1. That your petitioner was appointed Guardian for Frank Wadsworth MacDonald,Jr., and Robert Scott MacDonald, infants, by Order of the Orphans' Court for Anne Arundel County, dated March 17, 1942.

2. That on April 14, 1942, the estate of each infant consisted of Five Hundred Dollars, ($500.00) or a total of One Thousand Dollars ($1,000.00) cash, which was on deposit in your petitioner's guardianship account in the Annapolis Banking and Trust Company.

3. That under date of April 14, 1942, the Orphans' Court for Anne Arundel County passed an Order authorizing your petitioner to invest the said One Thousand Dollars ($1,000.00) in residential property situate at No. 218 Cherry Grove Avenue, Annapolis, Maryland, for the purposes of making a home for said infants, "provided, however, that at the time the purchase of the property is completed Frank Wadsworth and Henrietta Scott MacDonald, parents of the said infants, shall at their own expense convey by good and sufficient deed the equity of redemp - tion said property to Henrietta Scott MacDonald, Guardian for Frank Wadsworth MacDonald,Jr., infant, and Robert Scott MacDonald, infant, and shall cause said deed to be recorded immediately among the Land Records of Anne Arundel County."

4. That in accordance with said Order your petitioner, in her individual capacity,together with Frank Wadsworth MacDonald, her husband and the father of said infants, purchased the aforesaid property which was conveyed to them as individuals by Elise C. Brooks and Lillian Mae Brooks, his wife, by deed dated April 18, 1942, said deed being attached hereto as Exhibit A and prayed to be taken as a part hereof. The purchase price was $7,800.00.

5. That thereafter your petitioner and the said Frank Wadsworth MacDonald individually executed a purchase money mortgage to the County Trust Company of Maryland in the amount of Five Thousand Seven Hundred Dollars ($5,700.00), dated April 18, 1942.

6. That under date of April 18, 1942, your petitioner and the said Frank Wadsworth MacDonald, as individuals, deeded the aforesaid property to your petitioner in her capacity as Guardian for said infants.

7. That said deed contained, inter alia, the following recital:"WHEREAS, the said Order provided further that Frank Wadsworth MacDonald and Henrietta Scott MacDonald, his wife, the Grantors herein and parents of the said infants, shall by good and sufficient deed convey the equity of redemption in said property to Henrietta Scott MacDonald, Guardian for Frank Wadsworth MacDobald,Jr., infant,and Robert Scott MacDonald, infant, as security for the aforesaid investment." Said deed is attached hereto as Exhibit B. ahd prayed to be taken as a part hereof.

8. That your petitioner has received several offers to purchase said property, said offers being substantially in excess of the original purchase price, and believes it would be to the advantage and for the welfare of the said infants to sell the said property, but your petitioner is of the opinion that the deed marked Exhibit B is subject to several possible constructions and is,therefore, uncertain what are the respective interests of the said infants and your petitioner and the said Frank Wadsworth MacDobald as individuals.

TO THE END, THEREFORE, YOUR PETITIONER PRAYS:

1. That this Honorable Court construe the aforesaid deed from your petitioner and Frank Wadsworth MacDonald as individuals to your petitioner as Guardian of said infants, with a view todetermining their respective interests in said property.

2. That your petitioner may have such other and further relief as equity may require.

And as in duty bound, etc.

James C. Morton, Jr., Solicitor. Henrietta Scott MacDonald, Guardian.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I Hereby Certify, that on this 21st day of October, in the year nineteen hundred and forty-seven, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared HENRIETTA SCOTT MacDONALD, Guardian of the estate of Frank Wadsworth MacDonald,Jr. and Robert Scott MacDonald, infants, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true.

(Notarial Seal) Lorraine S. Muhlmeister- Notary Public.
My commission expires : May 2, 1949.

Filed Oct. 22, 1947.

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Henrietta Scott MacDonald and Frank Wadsworth MacDonald, her husband,to the petition exhibited against them in this Honorable Court,respectfully shows:

1. That they admit the allegations contained in the said petition.

2. That they consent to the construction of the deed mentioned in said petition as prayed for therein.

AND having fully answered said petition your Respondents pray that the same be dismissed with their reasonable costs.

AND as in duty bound, etc.

Henrietta Scott MacDonald

Frank Wadsworth MacDonald.

OPINION AND DECREE.

Frank Wadsworth MacDonald, Jr., and Robert Scott MacDonald, infant children of Captain Frank Wadsworth MacDonald and Henrietta Scott MacDonald, his wife, became entitled to legacies of $500.00 each,under the will of Sidney Locknart Scott, deceased. The Orphans' Court of Anne Arundel County,on March 17, 1942, appointed Mrs. MacDonald their guardian. She qualified,received the money, and deposited the same in the Annapolis Banking and Trust Company. At that time,Captain and Mrs. MacDonald were living at the Naval Academy. About a month after Mrs. MacDonald's appointment,she and Captain MacDonald decided to buy a house so that she and their children would not be put to the necessity

of seeking suitable living quarters in case Captain MacDonald was assigned to duty outside the limits of the United States. They contracted to purchase No. 218 South Cherry Grove Avenue,Annapolis, for $8035.00. The County Trust Company agreed to lend them $5700.00, to be secured by a first mortgage on the property. They had,or got $1335.00 from other sources. That left them $1000.00 short.

Mrs. MacDonald then, as guardian as aforesaid, filed her petition in said Orphans' Court, setting up the above named facts, and then stating:

"That your Petitioner desires to invest said sum on the residential property described herein, which investment will be secured by a conveyance of the equity of redemption from Frank Wadsworth MacDonald and Henrietta Scott MacDonald to Henrietta Scott MacDonald, Guardian;",and then prayed:

"Your Petitioner therefor prays that she be authorized to invest the interest and estate of the infant,Frank Wadsworth MacDonald,Jr., and of the infant,Robert Scott MacDonald, amounting to One Thousand Dollars ($1000.00) in residential property in Annapolis, and that she be further authorized to take title to the equity of redemption in her name as Guardian for the protection and security of the aforesaid interest and estate."

Said Orphans' Court then ordered:

"that Henrietta Scott MacDonald,Guardian, be and she is hereby authorized to invest the aforesaid sum of One Thousand Dollars ($1000.00) on behalf of the said infants in residential property situate at No. 218 South Cherry Grove Avenue,Annapolis; provided, however, that at the time the purchase of the property is completed, Frank Wadsworth and Henrietta Scott MacDonald, parents of the said infants, shall at their own expense convey by good and sufficient deed the equity of redemption in said property to Henrietta Scott MacDonald,Guardian for Frank Wadsworth MacDonald, Jr., infant,and Robert Scott MacDonald,infant,and shall cause said deed to be recorded immediately among the Land Records of Anne Arundel County."

Captain and Mrs. MacDonald thereupon took title to said property in their own names, executed a mortgage thereon for $5700.00 to the County Trust Company, and then, by deed dated April 18,1942 conveyed the equity of redemption in said property to Mrs. MacDonald as guardian as aforesaid "as security for the aforesaid investment". Captain and Mrs. MacDonald took possession of the property and with their own funds have paid the taxes thereon, kept it in repair, and reduced the County Trust Company's mortgage to $3800.00. The property increased in value. Captain and Mrs. MacDonald are now offered $18,000.00 for it. A question has been suggested as to whether the wards, as a result of the above partly recited proceedings, are the absolute owners of the equity of redemption in the property,or whether the deed to Mrs. MacDonald, as their guardian,was intended merely as a security for a loan of $1000.00. Mrs. MacDonald,as guardian of said infants, has now filed her petition herein against herself, in her individual capacity, and Captain MacDonald praying:

"That this Honorable Court construe the aforesaid deed from your petitioner and Frank Wadsworth MacDonald as individuals to your petitioner as Guardian of said infants, with a view to determining their respective interests in said property."

The defendants answered, admitting the allegations of the petition, and consenting to the construction of the deed by this Court. This all seems to have been precipitated by a suggestion that as the fee simple title to the property stood in the guardian's name,a good title thereto could only be had through an equity proceeding for the sale of the property <u>as real estate</u> belonging to the infants.

While there are, possibly, some other defects in the petition, there is one insuperable barrier to this Court's assumption of jurisdiction. Mrs. MacDonald was appointed guardian of those infants

by the Orphans' Court of Anne Arundel County and must account to the Court (Code, Article 93, Sections 164, 166, 174). That Court alone has jurisdiction to direct the investment of the funds in her hands, (ibid, Sections 176-181). A construction of the deed would necessarily involve the construction of the petition and order pursuant to which said deed was executed, and, unless the matter gets into this Court in some other way, this Court should not attempt to construe said order or do anything else which might interfere with the right of the Orphans' Court to supervise the administration of the estate of those infants by the guardian duly appointed by it, or to demand an accounting by such guardian. In other words, I think the matter, as it now stands, is a matter over which the Orphans' Court of Anne Arundel County has exclusive jurisdiction.

There should be no trouble in straightening this matter out in the Orphans' Court. The property was conveyed to Mrs. MacDonald as guardian either because that Court intended that she should make an absolute purchase of the equity of redemption therein as an investment of trust funds, or because it intended the conveyance to operate merely as security for the repayment of the $1000.00, with interest thereon. That Court is a Court of record (Carlysle vs. Carlysle, 10 Maryland 446), and has all the powers of such Courts "to abrogate and modify their own orders when necessary to promote the needs of justice". (State vs Fidelity and Deposit Company, 132 Maryland 464). It has full power to require Mrs. MacDonald to account for the estate of her wards, and, it follows as a necessary corollary, that it has full power to determine what the estate consist of, that is to say, whether Mrs. MacDonald shall account for only the $1000.00 plus interest thereon, or for the $1000.00 plus the profit on the property. Its orders are, of course, not final; anyone interested may appeal to the Court of Appeals.

Regardless of how the question posed in the foregoing paragraph is determined, a purchaser of the property would be protected. Parties acting under orders of Orphans' Courts are protected so long as such orders stand and remain unreversed. (State vs. Fidelity and Deposit Company, supra). But, independent of that, the property is nothing but <u>personalty</u> in the hands of the guardian; it is not real estate as has been suggested. The original funds which came into Mrs. MacDonald's hands were <u>personal property</u>, and no matter how often invested or reinvested, they will always retain that character (Offutt vs. Jones, 110 Maryland 233). A Court which has the power to order an investment. has the power to order the collection or sale of that investment without any formality other than a simple order to that effect; and this is true whether the investment be land or something else. A regular equity proceeding is not necessary (Offutt vs Jones, supra; Dunnington vs Evans, 79 Maryland 87, 92-93; Burroughs vs Gaither, 66 Maryland 171, 185-7; see also Code, Article 93, Section 181). So if the Orphans' Court determines that the transaction was nothing but a loan of trust funds, and the property conveyed to secure the repayment thereof, all it has to do is to direct Mrs. MacDonald, as guardian, to reconvey the property to herself and Captain MacDonald upon the payment of the $1000.00, with interest. If, on the other hand, it determines that the transaction was intended to be an out and out purchase of the equity of redemption as an investment of trust funds, then all it has to do is to authorize Mrs. MacDonald, as guardian, to sell the investment and to convey the property to the purchaser upon the payment of the purchase money. The purchaser would not be concerned with what became of the money; that would be a matter exclusively between the guardian and her wards to be determined by the Orphans' Court.

Another view which might be taken of the situation is that the order passed by the Orphans' Court was entirely beyond the jurisdiction of that Court, and that it is now that Court's duty to order Mrs. MacDonald to recover the money and bring it into Court (Fidelity and Deposit Company of Maryland vs. Freud, 115 Maryland 29). In order to do that, she would, of course, have to reconvey

the property. Orphans' Courts are Courts of limited, not general, jurisdiction. They, ordinarily, have no jurisdiction other than that conferred by statute, or that necessarily implied from that so conferred. They have power to direct the investment of a ward's funds by its guardian, but this power is subject to certain limitations. If the transaction in question is regarded as a loan, it would be a loan of the wards' funds to the guardian, in her individual capacity, and her husband. That could hardly be called an "Investment" within the preview and meaning of the statute. A very similar transaction was held not to be an "investment" in the case last above cited, and it was further held therein that the Court had no jurisdiction to pass the order directing it, and the guardian was ordered to bring the money into Court as uninvested funds.

If the original transaction was intended as an "investment in land", it would be equally as difficult to sustain the Orphans' Court's jurisdiction to pass the order in question. Orphans' Courts, it is true, have authority to order a ward's money "invested in land" when it is "clearly for the benefit of the ward" (Code, Article 93,Section 180). I, however, never heard of that provision being invoked to justify the investment of a ward's entire estate in an equity of redemption to furnish a home for the ward's mother and father and their other children, especially when the mother was the guardian. Such investments, if made at all in this day, are only made in income, producing property (such as ground rents), and for the purpose of producing an income for the ward, or for the purpose of providing a home for the ward when he or she has no other home. If the ward, however, has a mother and father, as in this case, such parents are primarily liable for the ward's support and maintenance. The ward's money can only be used to help out when the parents are not able to support the child in accordance with its station in life (Addison vs Bowie, 2 Bland 606). If this transaction is construed to be an out and out purchase of the equity of redemption for the wards' account, then Captain and Mrs. MacDonald must be considered not only as having giving them the $1335.00 which they contributed to the original purchase money, but to have made themselves liable to the wards for rent during all the time they have been occupying the property. An investment to be secured by a mortgage must be on "unincumbered real estate worth at least double the amount loaned" (Code, Article 93,Section 180). This being so, and with all the other safeguards prescribed by law for the investment of a ward's money, it is rather difficult for me to believe that an an equity of redemption under the circumstances here depicted, can be construed to be "an investment in land" which the Orphans' Court had jurisdiction to order. If that is right, then, as in the case of the loan of the wards' money to its guardian, it is the Orphans' Court's duty to order the guardian to recover the money and bring it into Court.

To make a long story short, the question involved here is not a question of title to the property; it is a question of accounting between the guardian and her wards, and the Orphans' Court of Anne Arundel County has exclusive jurisdiction over that. No matter which of the above suggested constructions the Orphans' Court places on the transaction, the purchaser of the property would get a good title; he is not concerned with the accounting.

While I have, at the request of counsel, expressed my views on some of the questions involved, it must be understood that I did so only to clarify my position, and that such expressions are not to be considered as binding on the Orphans' Court or an attempt in any way to influence that Court's decision in, or determination of, any matters between Mrs. MacDonald and her wards; that, as I have heretofore stated, is a matter exclusively within the jurisdiction of that Court, and with that jurisdiction, I have no right to interfere, and do not intend to interfere.

4 December, 1947 James Clark, Judge.

Filed 4 December, 1947.

J.H.H. #63 Equity.

D E C R E E

This case coming on for hearing and being submitted, testimony was taken in open Court, counsel were heard, and the proceedings read and considered.

It is thereupon, this 4th day of December, 1947, by the Circuit Court for Anne Arundel County, sitting in equity, ADJUDGED, ORDERED and DECREED THAT THE PETITION FILED BY Henrietta Scott MacDonald, guardian, herein, be and the same is hereby, dismissed, without prejudice to the right of any of the parties to this proceeding to take such other action as may be proper.

AND it is further ADJUDGED, ORDERED and DECREED that the petitioner, in her individual capacity, pay the costs of this case.

James Clark, Judge.

Filed December 4, 1947.

VIRGINIA D. P. MORROW	:	No. 9306 EQUITY
VS	:	IN THE CIRCUIT COURT FOR
WILBURN E. MORROW.	:	ANNE ARUNDEL COUNTY.

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D E C R E E.

This cause having been submitted, the proceedings have been read and considered by the Court.

It is thereupon this 6" day of February, 1948, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that the marriage of the plaintiff Virginia D. P. Morrow, to the Defendant, Wilburn E. Morrow, be, and the same is hereby declared null and void; and that the Plaintiff is hereby authorized to resume her maiden name of Virginia D. Perkins.

And it is further adjudged, ordered and decreed that the defendant Wilburn E. Morrow, pay the costs of these proceedings.

William J. McWilliams, Judge.

Filed 6 February, 1948.

HARVEY McDOWELL	:	No. 9329 Equity
VS	:	(See Equity Docket No. 13)
CORA McDOWELL, also known as	:	IN THE CIRCUIT COURT
CORA SMITH, also known as	:	FOR
CORENA LONG SMITH	:	ANNE ARUNDEL COUNTY

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DECREE OF ANNULMENT

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

It is thereupon, this 29" day of March, 1948, by the Circuit Court for Anne ArundelCounty, in Equity, and by the authority thereof, ADJUDGED, ORDERED and DECREED, that the marriage mentioned in these proceedings between Harvey McDowell and Cora Smith as having been solemnized between said complainant and said respondent on October 20, 1924, is hereby annulled and declared to be utterly null and void to all intents and purposes whatsoever; and the said Harvey McDowell is hereby declared to be, so far as the marriage ceremony of October 20, 1924 is concerned, a single man.

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

Marvin I. Anderson, Judge.

Filed April 9, 1948

No. J.H.H. 63 EQUITY

CORNELIA ABSHIRE	:	NO. 9332 EQUITY
	:	(See Equity Docket No. 13)
VS	:	IN THE CIRCUIT COURT FOR
DEWEY ABSHIRE	:	ANNE ARUNDEL COUNTY.

D E C R E E

The proceedings in this cause having been submitted, the same were read and fully considered by the Court.

Thereupon this 24 day of December, 1947, it is adjudged, ordered and decreed by the Circuit Court for Anne Arundel County that the marriage of the said Cornelia Abshire to the said Dewey Abshire be, and the same is hereby declared null and void.

It is hereby further adjudged, ordered and decreed that the plaintiff Cornelia Abshire be, and she is hereby authorized to resume her maiden name of Cornelia Seward.

It is hereby adjudged, ordered and decreed that the plaintiff pay the costs of these proceedings.

William J. McWilliams, Judge.

Filed December 29, 1947.